



CITY OF CRESTVIEW

OFFICE OF THE CITY CLERK

P.O. DRAWER 1209, CRESTVIEW, FLORIDA 32536

Phone # (850) 1560 Fax # (850) 682-8077

March 23, 2020

6:00 PM

Council Chambers

REGULAR COUNCIL MEETING

1. Call to Order
2. Invocation, Pledge of Allegiance
3. Open Policy Making and Legislative Session
4. Approve Agenda
5. Presentations and Reports
6. Consent Agenda
 - 6.1. Parking Lot Construction Agreement with Okaloosa County
7. Resolutions
8. Public Hearings / Ordinances on Second Reading
9. Ordinances on First Reading
10. Action Items
 - 10.1. Rejection of Photography Bids.
 - 10.2. Approval of new City of Crestview Purchasing Manual
11. City Clerk Report
12. City Manager Report
 - 12.1. City Manager Report
13. Comments from the Mayor and Council
14. Comments from the Audience

15. Adjournment

Note: The Reports section is for items that were submitted by a citizen or group of Citizens no later than the Wednesday 2 weeks prior to the meeting to the Clerk's office for approval. These items will be scheduled under the section titles Presentations and Reports. Supporting documents must be submitted at this time to be on the regular agenda. All Action Items are for staff and elected officials only and must be submitted for approval no later than the Wednesday 10 days prior to the meeting. Those not listed on the regular agenda who wish to address the council should fill out a yellow card. The Card must be submitted to the City Clerk. Speaking time should be three minutes or less, large groups may designate a spokesperson. All remarks should be addressed to the Council as a whole and not to individual members. All meeting procedures are outlined in the Meeting Rules and Procedures brochure available outside the Chambers. If any person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City Council of the City of Crestview, Florida does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation as provided for in the American With Disabilities Act to insure access to and participation in the meeting should contact the Office of the City Clerk at (850)682-1560 prior to the meeting to make appropriate arrangements.

Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.



Staff Report

CITY COUNCIL MEETING DATE: March 23, 2020

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Elizabeth Roy, City Clerk
DATE: 3/19/2020
SUBJECT: Parking Lot Construction Agreement with Okaloosa County

BACKGROUND:

The City of Crestview and the Crestview CRA have been working to create a parking lot with public restrooms on the old Piggly Wiggly site on Wilson Street.

DISCUSSION:

The Crestview CRA has provided funding for the purchase of the old Piggly Wiggly building and the destruction of same.

In December of 2019, the parking lot plans were extended to include the Parking lot owned by Thomas Gordon.

With that agreement in place the City and County have prepared an interlocal agreement to work together to accomplish the building of the parking lot, to include public restrooms and green space.

This agreement will finalize all plans for the completion of the parking lot. Work began on the parking lot the week of March 9th.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The costs that will be incurred by the City are included in the approved CRA budget for 2019-2020.

RECOMMENDED ACTION

Staff respectfully requests that the council approve the agreement for the construction of the parking lot on Wilson Street between Beech Street and Oakdale Avenue.

Attachments

1. 2020-03-17 Wilson St Park and Public Parking Interlocal Agr (002)
2. Gordon

INTERLOCAL AGREEMENT FOR THE DEVELOPMENT AND MAINTENANCE OF PUBLIC PARKING AND A PARK ON NORTH WILSON STREET

THIS INTERLOCAL AGREEMENT is entered into on this ____ day of _____, 2020 between the **BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY FLORIDA**, a political subdivision of the State of Florida whose address is 302 North Wilson Street, Suite 302, Crestview, Florida 32536 (the “County”), and the **CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA** whose address is 198 North Wilson Street, Crestview, Florida 32536 (the “City”).

WHEREAS, this Agreement is entered into under the authority granted to the City and the County; and

WHEREAS, the City and the County are collectively working toward establishing improvements on Parcel 17-3N-23-2490-0068-0010 (formerly the Piggly Wiggly site) which is located on the southeast corner of the intersection between North Wilson Street and West Beech Avenue; and

WHEREAS, the City has entered into a public parking agreement with Thomas E. Gordon (attached hereto as Exhibit “A”) the property owner of 130 Oakdale Ave W which allows for the reconstruction of the parking area on the parcel (Parcel 17-3N-23-2490-0068-0070) for public use together with the aforementioned parcel (the “Site”); and

WHEREAS, the Site will be redeveloped into a parking lot, park with recreational equipment, and restrooms available for public use; and

WHEREAS, the City and the County seek to enter into this Agreement for the purpose of establishing a cooperative process to develop an approved improvement plan, construct proposed improvements, and identify long term maintenance responsibilities.

NOW, THEREFORE, the City and the County do agree as follows:

1. The above recitals are true and correct and are incorporated into this Agreement as essential terms.
2. The City and County agree that the improvements to be made at the Site will be in general conformance with Exhibit B attached hereto, (the “Site Plan”).
3. The County hereby agrees to:
 - a. Provide the labor, materials, and equipment to construct the parking lot, restroom building, and playground area to include play features and rubberized surfacing.

- b. Pay the electrical utility bills for the parking lot area, the park, and the restrooms owned by the County both during and after construction.
 - c. Retain ownership of the Site including the parking lot, park, and restrooms (Parcel 17-3N-23-2490-0068-0010) both during and after construction.
- 4. The City hereby agrees to:
 - a. Upon being provided notice by the County that construction has begun on the Site, the City shall provide funding for the construction of the restrooms and parking area on the Site in the following amounts. Such amounts shall be paid by the City to the County within thirty (30) days of receiving notice from the County that construction on the Site has begun.
 - i. Construction of the restroom - \$25,000.
 - ii. Construction of the parking area - \$55,000.
 - b. Provide construction plans for the restroom at its expenses.
 - c. Secure all necessary approvals for the County to construct the Site Plan including, but not limited to the restroom, parking areas, and recreation equipment at its expense.
 - d. Provide water & sewer connections at the Site at its expense.
 - e. Pay the water & sewer utility bills for the restrooms on Parcel 17-3N-23-2490-0068-0010 both during and after construction.
 - f. Provide maintenance of the parking lot, park, and restrooms upon completion of construction. The Site shall remain in good repair and remain in a safe operating condition.
- 5. The City agrees to provide maintenance to the Site and the improvements constructed thereon.
 - a. Once the work depicted on the Site Plan is complete the County will provide notice to the City in writing that construction has been completed and that the maintenance responsibilities of the City have begun.
 - b. As part of the City's long-term maintenance, the City may elect to make additions or alterations to the Site. Any such modifications shall be at the City's expense and shall not be performed without first obtaining written approval from the County.
 - c. The City shall agree to indemnify and hold the County harmless from any claim, action, damage or suit, including any attorney's fees for costs incurred, for any negligence by the City or its employees or agents in the performance of its maintenance responsibilities
- 6. Any improvements installed or constructed upon the Site after construction of those improvements depicted on the attached site plan, including alterations and repairs of the initial improvements, shall become the absolute and sole property of the County and shall not be removed from the Site.

7. Any notices required to be given or elected to be given by either of the parties pursuant to the terms of this agreement shall be deemed effective provided when placed in the United States Mail, certified return receipt requested, or placed in the hands of an overnight delivery service.

As to the County: (Name and Address)

Jason T. Autrey, P.E., C.P.M
Public Works Director
1759 S. Ferdon Boulevard
Crestview, FL 32536

As to the City: (Name and Address)

Tim Bolduc
City Manager
198 Wilson St. N

Crestview, FL 32536

8. The City and County shall conform to all the requirements of applicable State and Federal statutes and regulations and all County Ordinances and regulations and shall secure such permits and licenses as may be duly required by any such laws, ordinance's, or regulations.
9. Civil Rights. The Parties agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Parties and subcontractor from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
10. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Parties, for itself, its assignees, and successors in interest, agrees as follows:
 - a. Compliance with Regulations: The Parties will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
 - b. Nondiscrimination: The Parties, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractor, including procurements of materials and leases of equipment. The Parties will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the

Parties for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor supplier will be notified by the Parties of the parties' obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Parties will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a parties is in the exclusive possession of another who fails or refuses to furnish the information, the Parties will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Parties' noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the Parties under the Agreement until the Parties complies; and/or
- ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Parties will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Parties will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Parties becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Parties may request the County to enter into any litigation to protect the interests of the County. In addition, the Parties may request the United States to enter into the litigation to protect the interests of the United States.

11. This Agreement represents the entire understanding between the parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the parties.
12. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.
13. If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this

Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

IN WITNESS WHEREOF, this instrument has been executed and is effective on the date set forth above.

ATTEST:

OKALOOSA COUNTY, FLORIDA

J.D. Peacock, II, Clerk

Robert A. "Trey" Goodwin III, Chairman

Dated: _____

ATTEST:

CITY OF CRESTVIEW, FLORIDA

Elizabeth Roy, Clerk

J.B. Whitten, Mayor

Dated: _____

Exhibit A

PARKING AGREEMENT

Exhibit B

SITE PLAN

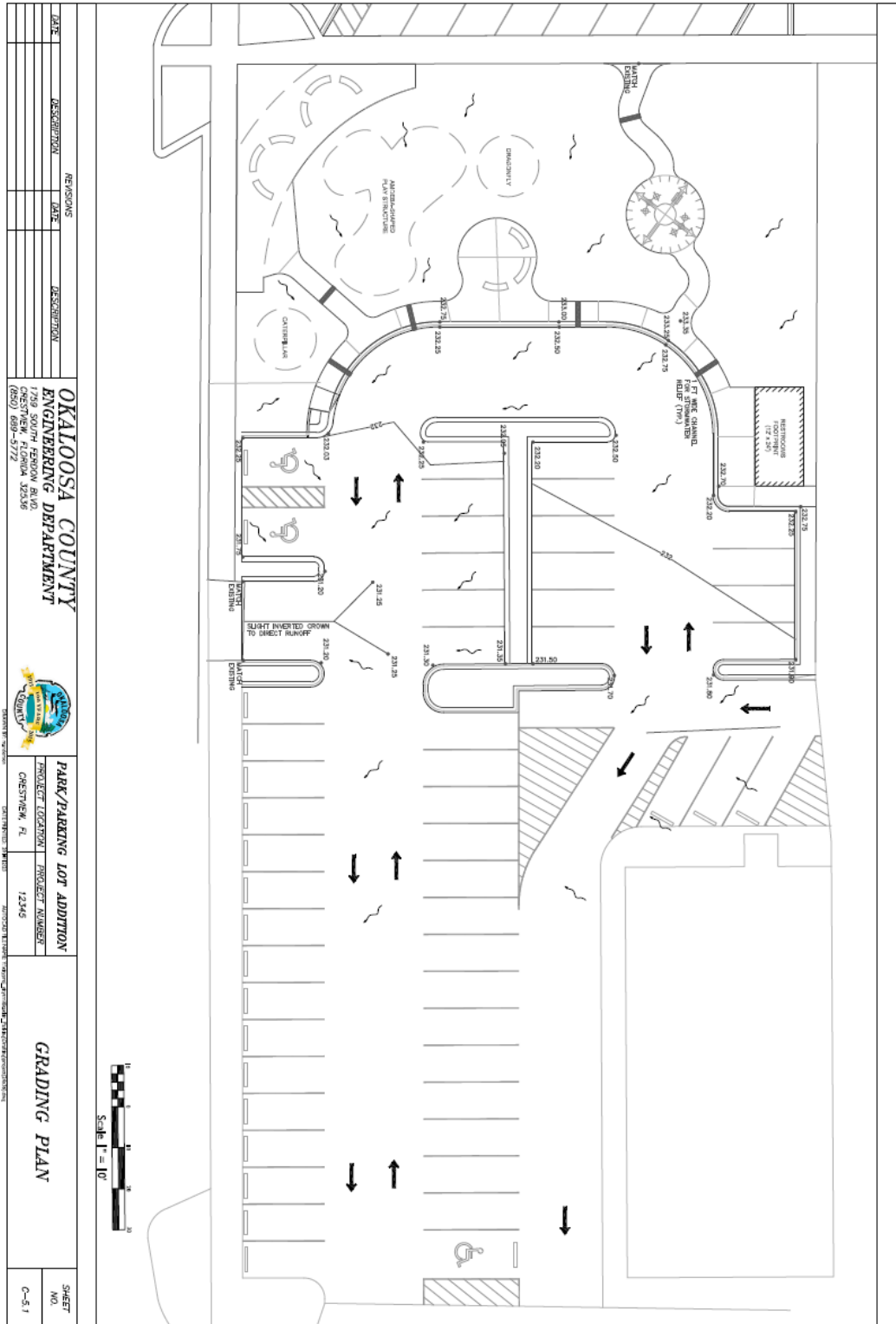


Exhibit “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the parties, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

1 **1. LEASE AGREEMENT FOR PARKING LOT IMPROVEMENTS**
2 **BETWEEN THE CITY OF CRESTVIEW, FLORIDA**
3 **AND THOMAS E. GORDON**
4

5
6 State of Florida
7 Okaloosa County
8

9 **1. Parties**

10 This lease is made between the City of Crestview, Florida, a municipal corporation, with
11 its principal place of business at 198 Wilson St. North, Crestview, Florida 32536, ("City/Lessee"),
12 and, Thomas E. Gordon ("Property Owner/Lessor"), with its principal address of 130 Oakdale Ave
13 West, Crestview 32536.
14

15 **2. Description of Leased Premises and Contingency**

16 The Lessor hereby leases to the City, and the City hereby leases from Lessor, the property
17 and improvements situated within a portion of Parcel Number 17-3N-23-2490-0068-0070 as
18 recorded in Official Records Book 2769, Page 321 of Okaloosa County Courthouse, Crestview,
19 Florida, as more fully described in Exhibit A (the "Premises"), not to include the existing building
20 owned by Lessor on the same parcel.
21

22 **3. Use and Occupancy**

23 The City shall use and occupy the Premises as public parking spaces with full rights of
24 ingress and egress by those means demonstrated in Exhibit B. The Lessor will share the use of the
25 Premises with the City for daily parking only. No overnight parking or storage within the improved
26 areas shall be allowed for the term of the lease except that which is related to an approved building
27 permit. The Lessor reserves the right to reserve, for a limited time, a portion of the Premises, for
28 the purpose of a Special Event approved through the City's Special Events application process.
29 The foregoing notwithstanding, Lessor may use a reasonable amount of the Premises for a
30 reasonable period of time to perform repairs on Lessor's adjoining building.
31

32 **4. Parking Lot Improvements by Lessee**

33 The Lessor shall allow the City, at the City's sole cost, to make the improvements to the
34 Premises as depicted in the attached Exhibit B ("Improvements"). The City shall ensure that the
35 construction of the Improvements shall begin no later than the 1st day of February 2020 and shall
36 last no more than one hundred twenty (120) days, which would not include reasonable delays based
37 on inclement weather, acts of God, material delays, or delays by third parties not under the power
38 or control of the Lessee.
39

40 **5. Improvement to Property by Property Owner**

41 At any time, the Lessor may use the then typical process to request a development order to
42 make changes to the Lessor's property, and the City shall view and process said request as if the
43 City had not made the Improvements. In other words, the City shall not take into consideration or
44 hold it against the Lessor that the City entered into this Lease or made the Improvements when the

Lessor requests a development order that may destroy some or all of the Improvements. If the development order is approved by the City, the Lessor agrees, if practicable, to connect the post development parking area to the remaining Improvements area. *The Lessor may improve a portion or all of its property at its discretion, subject to compliance with applicable law, at any time during the initial lease term or renewals and as long as the provisions of this Paragraph 5 and Paragraph 6 are fulfilled, the terms of this Lease shall automatically be modified to reflect said improvement(s) and any portion of the Premises so improved shall no longer be included in the Premises without a writing being required to remove same. The Lessor agrees any remaining unimproved areas of Lessor's property shall be used as public use parking, either until improved by the Lessor or termination of the lease.*

Any proposed development by the Lessor shall comply with all requirements of the City Code of Ordinances and Land Development Code adopted at the time of the approval of a development order.

6. Term

The Premises is leased for a term of not less than ten (10) years ("Initial Term") to commence upon execution and recording of this Agreement by all parties, but the commencement date shall not be later than the 1st day of January, 2020 and to end at midnight on the 31st day of December, 2029 unless renewed or terminated at an earlier time and date as this lease may provide and as agreed upon by all parties.

For the first ten (10) years of the agreed Initial Term the Lessor may cancel this agreement on the contingency that the Lessor will repay the expenses incurred by the City for the initial improvements to the Lessor's property. The calculation for this amount due shall be determined by the total expenditures of the City toward the work as described in Exhibit B and accrued within the one hundred twenty (120) day period following February 1, 2020. Any amount due for early termination by the Lessor will be reduced annually by 1/10th of the original amount accrued through the one hundred twenty (120) day period following February 1, 2020, and each subsequent year until year ten (10) of the agreed upon term. Repayment to the City for any amounts not previously reduced for improvements made by the City to the Lessor's property shall be made within one hundred twenty (120) days of cancellation of the lease by Lessor. Any amounts not paid as set forth above shall act as a lien against the Lessor's property. However, if the Lessor terminates this lease for Lessee's failure to complete the Improvements as delineated in Exhibit B, then Lessor shall not be liable to pay any expenditures incurred by the City for the described improvements.

7. Option to Renew

The City shall have an option to renew this lease for ten (10) periods of one (1) additional year after expiration of the initial term of this lease. The lease rate shall be at fair market value based on an independent party determination at the beginning the new one year lease term and reevaluated at the beginning of each subsequent one year lease term. The other terms of this lease notwithstanding, at least ninety (90) days prior to the date of termination of any term, either party to this Agreement may notify the other party, in writing, of its intent to renew this lease or to

89 terminate this lease. The City shall have the option to terminate this lease without cause or at its
90 sole discretion at the expiration of any one of the option periods. The City's option to renew is
91 contingent upon completion of the Improvements described in Exhibit B. Any failure to complete
92 the Improvements outlined in Exhibit B shall remove any option for the Lessee to renew this lease
93 agreement. This option to renew shall not prevent the Lessor from terminating this lease agreement
94 as provided in Section 6 above.
95

96 Upon a renewal of the lease, all terms and conditions as stated herein, unless modified in
97 writing by the parties, shall continue in full force and effect, except that rent shall increase to fair
98 market value based on independent party determination of that value. If either party notifies the
99 other of its intent to terminate this lease at least ninety (90) days prior to the termination of any
100 term, this lease shall terminate at the expiration of that term.
101

102 **8. Rent**

103 The total annual rent for the initial term, shall be one dollar (\$1.00), payable in full on
104 October 1st of each year included in the lease agreement. If at any time this lease is terminated by
105 either party, the annual rent payment shall be prorated for the time of possession by the Lessee in
106 that year. The Lessor shall reimburse the Lessee the unused prorated amount within ten (10) days
107 of the final termination date. As provided by Section 7 above, any renewal after the initial ten (10)
108 year lease term shall require rent based upon the fair market value of the subject property.
109

110 **9. Notice and Place for Payment of Rent**

111 The Lessee shall pay the rent directly to the Lessor. Any notice by either party to the other
112 shall be in writing and shall be deemed to have been duly given only if delivered personally or
113 sent by registered or certified mail in an addressed postpaid envelope. If to the Lessee, notice shall
114 be sent to City Clerk, 198 Wilson St. North, Crestview, FL 32536. If to the Lessor, notice shall be
115 sent to Thomas Gordon at 130 Oakdale Ave, Crestview Florida 32536. Notice shall be deemed to
116 have been duly given, if delivered personally, upon delivery, and if mailed, on the third (3) day
117 after the mailing of such notice.
118

119 **10. Maintenance, Repair, and Inspection of Premises**

120 The Lessee shall maintain and make all necessary repairs to the Premises that will continue
121 the Premises in the same or similar condition as it is on the date of completion of the Improvements
122 demonstrated in Exhibit B for the term of this Agreement. The Lessee shall maintain the Premises
123 in accordance with all laws and regulations pertaining to the Premises. Lessee shall be responsible
124 for any improvements to the Premises (parking lot) and upgrades, repairs needed as a results of
125 actions and occurrences on the Premises originated from the public use of such.
126

127 **11. Insurance on Premises**

128 **a. Liability & Property Insurance**

129 The Lessee shall, during the entire term of this lease, keep in full force and effect a policy
130 of liability insurance covering the Premises and all activities conducted thereon, in which the limits
131 of liability shall be no less than the standard insurance requirements provided herein in effect by
132

the Lessee on the date of execution of this Agreement. Such insurance policy shall be in effect prior to construction and shall name the Lessor as an additional insured, and shall contain a clause that the insurer will not cancel coverage on the property for term of the lease.

INSURANCE: The City of Crestview will provide evidence of insurance coverage at each renewal anniversary. Proof of insurance shall be submitted to Lessor every year or at the renewal time of the policy. All insurance required will be provided by a company licensed to do business in the State of Florida and with an A.M. best rating of at least A-. The City will provide a copy of the Insurance Certificate containing coverage indicated below and listing the Lessor as an additional insured prior to the start of any lease agreement.

i. Workers Compensation

Coverage A In conformity with Florida Statutes

Coverage B \$500,000/\$500,000/\$500,000

ii. General Liability

Each occurrence for Bodily Injury/Property Damage \$1,000,000

Annual Aggregate for Bodily Injury/Property Damage \$2,000,000

This coverage shall include the following provisions:

* The Lessor shall be an additional insured.

* The policy shall not be cancelled.

*Any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

iii. Business Auto Liability covering all owned, non-owned, and hired vehicles with a combined Single Limit of not less than \$1,000,000 for Bodily Injury and Property Damage.

This coverage shall include the following provisions:

* The Lessor shall be an additional insured.

* The policy shall not be cancelled.

iv. Umbrella Liability providing not less than \$1,000,000 excess coverage shall be included for the above underlying General Liability, Business Auto, and Workers Compensation Employers Liability Coverages.

This coverage shall include the following provisions:

* The Lessor shall be an additional insured.

* The policy shall not be cancelled.

The Lessor shall indemnify the City for damages the City incurs on the Premises arising

177 from the negligence or intentional acts of the Lessor. The Lessor will assign its rights, if any, for
178 the City to sue the Lessor's tenant if the City incurs any damages to the Premises arising from the
179 negligence or intentional acts of the Lessor's tenant.
180

181 **c. Sovereign Immunity**

182 Except as expressly set forth in this lease, nothing herein shall be deemed to be a waiver
183 by the Lessee of its rights to sovereign immunity, and the City specifically reserves all its rights
184 as set forth in Florida Statute 768.28.
185

186 **12. Default**

187 If the Lessee defaults in the payment of rent or in the performance of any of the other
188 covenants or conditions of this Agreement, the Lessor shall give the Lessee notice of that default.
189 If the Lessee does not cure any default within thirty (30) days of the notice, or otherwise on or
190 before the date required by the Lessor but being at least thirty (30) days, then the Lessor may
191 terminate this lease with not less than thirty (30) days' written notice to the Lessee. On the date
192 specified in the notice of termination, the term of this lease shall terminate and the Lessee shall
193 then quit and surrender the Premises to the Lessor and all rents shall be prorated as stated above.
194 This provision shall not limit the Lessor's right to seek any other available remedy allowed by law.
195

196 **13. Effect of Failure to Insist on Strict Compliance with Conditions**

197 The failure of either party to insist on strict performance of any covenant or condition of
198 this Agreement, or to exercise any option contained in this Agreement, shall not be construed as a
199 waiver of that covenant, condition, or option in any other instance.
200

201 **14. Entire Agreement**

202 This lease sets forth all the promises, agreements, conditions, and understanding between
203 Lessor and Lessee relative to the Premises. There are no other promises, agreements, conditions,
204 or understanding, either oral or written, between them. No changes or modifications shall be made
205 to this lease unless made in writing and signed by all parties.
206

207 **15. Peaceful Enjoyment**

208 The Lessor covenants that if and so long as the Lessee pays the rent as provided in this
209 lease and performs the covenants of this lease, the Lessee shall peaceably and quietly have, hold,
210 and enjoy the premises as set forth herein for the term mentioned and subject to the provisions of
211 this Agreement.
212

213 **16. Estoppel Certificate**

214 The Lessee will from time to time on not less than ten (10) days prior request by the Lessor,
215 deliver to the Lessor a statement in writing certifying (a) that this lease is unmodified and in full
216 force and effect; (b) the dates to which the rent and other charges have been paid; and (c) that the
217 Lessor is not in default under any provision of this lease.
218

219 **17. Miscellaneous**

220 **a. Section Headings**

221 The section headings in this lease are intended for convenience only and shall not be taken
222 into consideration in any construction or interpretation of this lease or any of its provisions.
223

224 **b. Recording and Duplicate Copies of Lease**

225 The parties agree that this Lease shall be recorded in the Public Records of Okaloosa
226 County, Florida within fourteen (14) days of execution by all parties. Provisions inserted in this
227 lease or affixed to it shall not be valid unless the provisions also appear in the original executed
228 lease held by the Lessee. In the event of variation or discrepancy, the Lessee's copy of the lease
229 shall control.
230

231 **c. Florida Law/Waiver of Jury Trial**

232 This lease will be governed by the laws of the State of Florida, as to both interpretations
233 and performance. Venue for the enforcement of or any disputes arising from this lease shall be in
234 Okaloosa County, Florida. Both parties do hereby knowingly agree and waive their right to trial
235 by jury.
236

237 **d. Attorneys Fees**

238 In case suit should be brought for recovery of the Premises or for any sum due hereunder,
239 or because of any act which may arise out of the possession of the Premises, by either party, the
240 prevailing party shall be entitled to all costs incurred in connection with such action, including a
241 reasonable attorney's fee.
242

243 **e. Time is of the Essence**

244 The parties agree that time is of the essence in the performance of this lease and all
245 obligations created herein.
246

247 **f. Lessor's Property Not Subject to Liens**

248 The interest of Lessor in and to the Premises shall not be subject to liens for improvements
249 made by Lessee or its agents.
250

251 **18. Severability**

252 If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the
253 remaining provisions shall continue to be valid and enforceable. If a court finds that any provision
254 of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid
255 and enforceable, then such provision shall be deemed to be written, construed, and enforced as so
256 limited.
257

258 **19. Waiver.**

259 The failure of either party to enforce any provisions of this Lease shall not be construed as
260 a waiver or limitation of that party's right to subsequently enforce and compel strict compliance
261 with every provision of this Lease.
262

20. **Execution in Multiple Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.
21. **Ambiguity of Terms.** In the event that a dispute arises regarding this Lease and it is either contended or determined that an ambiguity exists as to any term in this Lease, such ambiguity shall not be construed in favor of or against any party to this Lease.
22. **Entire Agreement and Amendment.** This Lease contains the entire agreement between the Parties hereto regarding the subject matter hereof and supersedes all other prior written or verbal agreements (if any) concerning the subject matter hereof. This Lease may not be amended, modified, or changed in any respect except by an agreement in writing signed by the parties.

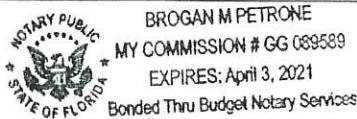
DECEMBER 23, 2019
Dated

By: Thomas Gordon
Property Owner

Velma Guy
Witness
Printed Name: Velma Guy

Heidi Kritzman
Witness
Printed Name: Heidi Kritzman

Before me, the undersigned notary, on the 23rd day of December 2019, personally appeared Thomas Gordon, in his/her representative capacity of _____, who is personally known to me or has produced identification:



Brogan M. Petrone
Notary Public

December 23, 2019
Dated

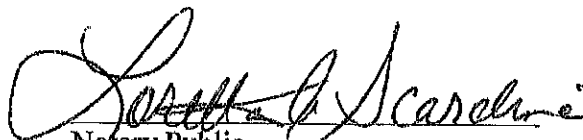
City of Crestview

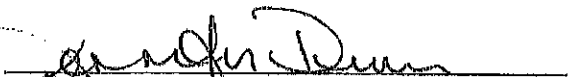
Attest:
Elizabeth M. Roy
City Clerk

By: J.B. Whitten
J.B. Whitten, Mayor

Before me, the undersigned authority, on the 23 day of December 2019, personally appeared J.B. Whitten and Elizabeth Roy, in their representative capacity as the City Mayor and the City Clerk, did execute this instrument in the name of the City of Crestview, Florida.

307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326


Notary Public


Witness
Printed Name: Jennifer Duon


Witness
Printed Name: LeeAnn Mason

Prepared by, and approved as to form
and legal sufficiency by:

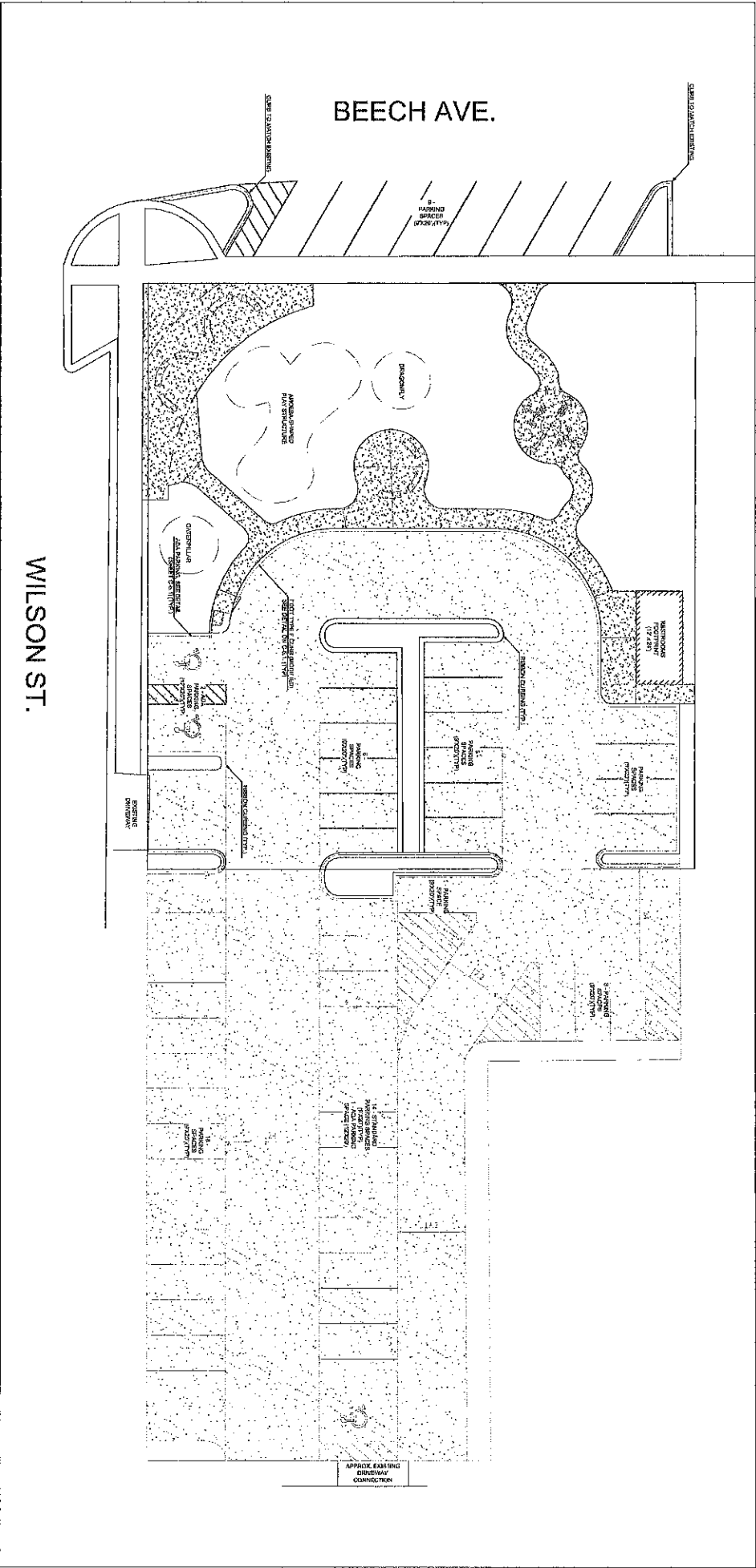
Jonathan T. Holloway
Jonathan Holloway, P.A.
420 E Pine Ave
Crestview, FL 32539
(850)398-6808
Attorney for City of Crestview



OFFICIAL NOTARY SEAL
Loretta A. Scardina
Commission No. GG102926
My Commission Expires
June 29, 2021

327
328
329

“Exhibit A”





Staff Report

CITY COUNCIL MEETING DATE: March 23, 2020

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Elizabeth Roy, City Clerk
DATE: 3/19/2020
SUBJECT: Rejection of Photography Bids.

BACKGROUND:

The City of Crestview regularly solicits sealed bids for services to the City

DISCUSSION:

In February, the City advertised for Photography services for the City.

Those bids were opened in a public setting on March 17, 2020.

Prior to the bids being opened, the City received a bid protest about the bid process.

In the interest of fairness, Staff Requests that the bids received be rejected and the Request for Proposals be re-advertised as soon as possible.

The current bids will remain sealed from the public until the new RFP is complete as they are exempt from public records as described below and in section 119.071 of the Florida Statutes.

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

FINANCIAL IMPACT

There is not immediate financial impact to the City except for the Cost of re-advertisement, normally less than \$300.

RECOMMENDED ACTION

Staff respectfully requests that the City Council reject all 3 bids received on 3/17/20 for Photography Services.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: March 23, 2020

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: 3/19/2020
SUBJECT: Approval of new City of Crestview Purchasing Manual

BACKGROUND:

The City of Crestview Purchasing Manual has not been updated since prior to the change in form of government.

At the direction of the city manager the finance director and the city clerk worked with the city attorney to update the manual.

DISCUSSION:

Work began on the update to the City Purchasing Manual in the fall of 2019 following the implementation of purchase order software.

The proposed purchasing manual incorporates the change in form of government, additional purchasing controls, expanded definitions and process clarifications.

This complete overhaul of the policy will increase accountability and efficiency.

As was approved by the CRA board in August of 2019 and mandated by the State Legislature, the Crestview CRA will use the same purchasing manual as adopted by the City of Crestview, to include and future updates and policies.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the four areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these six areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

There is no immediate Financial impact to the adoption of the new Purchasing Manual.

RECOMMENDED ACTION

Staff respectfully requests that the City of Crestview adopt the Updated City of Crestview and CRA Purchasing Manual and allow the City Manager to approve and implement any updates that do not have financial impact to the City or CRA.

Attachments

1. City of Crestview and CRA Purchasing Manual



City of Crestview Purchasing Manual

**City of Crestview
198 Wilson Street North
Crestview, Florida 32536**

March 2020

Foreword

It is the goal of the City of Crestview to fairly, equally, and impartially administer its procurement program. In that effort, the City of Crestview's Purchasing Manual has been developed to act as a guide and to describe and explain the responsibilities of the City's purchasing and contracting program.

The Purchasing Manual contains instructions and describes the procedures to be utilized in the daily administration and management of the procurement function. The manual has been developed to serve as a framework whereby well-informed decisions can be made. Due to the diversity of needs and requirements governing each type of purchase, not all possibilities can be addressed in detail in this manual.

The guidelines set forth are for the guidance for all personnel who participate in the actions and decisions relating to procurement to give them a more complete understanding of purchasing policies, procedures, and practices.

Interpretation of the procedures outlined in this manual is the responsibility of the Finance Director, subject to the guidance and supervision of the City Manager.

This manual is effective immediately upon issuance and supersedes all previously issued purchasing manuals, instructions, or directives. The Purchasing Manual is subject to periodic revision as an administrative policy subject to the final approval of the City Manager or designee. The City encourages any suggestions to improve the effectiveness of the purchasing process.

The terms "purchasing" and "procurement" are used interchangeably throughout this document.

Table of Contents

1. Introduction

- A. Mission
- B. Purpose
- C. General Statement
- D. Scope
- E. General Policies
- F. List of Definitions

2. Duties & Responsibilities

- A. City Clerk Responsibilities
- B. Finance Director Responsibilities
- C. Requesting Department's Responsibilities
- D. Ethics and the Procurement Process

3. Purchasing Methods

- A. Purchasing Card
- B. Purchase Requisition
- C. Emergency Purchase
- D. Price Quotes
- E. Formal Bid
- F. Sealed Bid (RFB/ITB)
- G. Sealed Proposal (RFP)
- H. Acquisition of Professional Services (RFQ)
- I. State Contract and Other Government Agency Contracts
- J. Sole Source/Sole Provider Purchase
- K. Check Request
- L. Petty Cash

4. General Guidelines

- A. Purchasing Categories
- B. Unauthorized Purchases
- C. Prohibition against Subdivision
- D. Tax Exempt Status

5. Purchase Requisition

- A. Purchase Requisition
- B. Emergency Purchase Requisition
- C. Receiving, Inspection, and Testing

6. Bids

- A. Bidding Procedures
- B. Award
- C. Additional Requirements for Construction and Public Works Contracts
- D. Work Orders/Authorizations
- E. Change Orders
- F. Direct Purchase
- G. Local Vendor Preference

7. RFP/RFQ

- A. Request for Proposal (RFP)
- B. Request for Qualifications (RFQ)
- C. Ranking of Firms in RFP & RFQ Process

8. Bonds and Insurance

- A. Bonds
- B. Insurance Terms and Conditions
- C. General Insurance Requirements
- D. Certificates of Insurance
- E. Basic Insurance Coverages Required
- F. Additional Insurance

9. Bidders Protest Procedure

10. Appendix

- A. Piggyback Check List—Local and County
- B. Piggyback Check List – State and Federal
- C. Emergency Requisition Request
- D. Sole Source Information
- E. Payment/Check Request
- F. Quote form/Staff use
- G. Quote form/Vendor
- H. Tax exempt form

1. INTRODUCTION

A. Mission

The mission of the Purchasing/Finance Department is to provide for fair and equitable treatment of all persons involved in public purchasing by the City; to maximize the purchasing value of public funds in procurement; and to provide safeguards for maintaining a procurement system of quality and integrity.

B. Purpose

The purpose of this manual is to set forth and establish the City's policies and procedures to be used in the procurement of goods and services. This manual is not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities. The basic standard that should always prevail is to exercise good judgment in the use and stewardship of City resources.

C. General Statement

It is a goal of the City to develop and maintain a comprehensive and fiscally responsible purchasing system. This system should provide greater cost effectiveness and public accountability in the procurement process.

D. Scope

The policies and procedures outlined in this manual shall apply to all departments involved with any procurement of goods and services for the City of Crestview and the Crestview Community Redevelopment Agency (hereafter known as CRA). Throughout this manual, the word "City" may be used to represent the City of Crestview and the CRA.

E. General Policies

1. All elected and appointed officials of the City who participate in the solicitation and approval of purchases and contracts are personally responsible for becoming familiar with and abiding by all applicable State of Florida Statutes, City of Crestview Code and purchasing policies and procedures in this manual governing such activities.
2. City officials and staff should endeavor to receive maximum value for the public dollar and to purchase in the best interest of the City.
3. The City of Crestview Finance Director or their designee shall be the Purchasing Agent for the City.
4. It is the Finance Director or their designee's responsibility to develop and maintain a purchasing manual which shall provide for rules, regulations, and procedures for the internal management and operation of procurement.
5. The Finance Director or their designee, shall supervise the procurement of all supplies, services, or other items as needed by the City; exercise supervision and control over inventories of supply belonging to the City; and shall participate in the sale, trade, donation, destruction, transfer, or otherwise dispose of surplus property.

6. It is City policy to effect maximum feasible standardization of products used within and among departments in order to minimize stock levels and obtain better prices through large volume purchases.
7. All qualified bidders shall be afforded equal opportunities to quote and to compete on equal terms.
8. The City reserves the right to waive irregularities or technicalities, reject and/or accept any and all bids, in whole or in part, or take such other action as serves the best interest of the City.
9. All contracts with the City shall be signed by the Mayor and the City Clerk in accordance with the City Charter.
10. Agreements, task orders and purchase orders may be signed by the City Manager and countersigned by the City Clerk when previously approved by City Council through the budgeting process or other formal action.

F. List of Definitions

1. **Addendum:** A written change made, or questions answered for an ITB, RFQ, or RFP by the City during the solicitation phase of the particular competitive procurement process.
2. **Administrative Regulations and Internal Procedures of Purchasing:** Those appropriately promulgated directives having general or specific applicability, and which are designed to implement or interpret policy or describe organization, procedure or practice requirements.
3. **Agreement:** The bargain of the parties in fact, as found in their language or by implication from other circumstances including a course of dealing, usage of trade or during performance. The legal consequences of an *Agreement* are determined by the provisions of the Uniform Commercial Code of Florida or the common law of contracts, whichever is applicable.
4. **Amendment:** A written modification to an existing purchase order or contract formally executed by the parties thereto in accordance with applicable terms and conditions. Normally, an *Amendment* is used to revise the Procurement's quantity or price, though notably an *Amendment* may include an extension of time to complete the contract or other substantive changes to the parties' Agreement.
5. **Bid:** A vendor's formal written offer of a price to furnish specific goods and/or services to the City in response to an Invitation Toto Bid.
6. **Bid Award:** A formal acknowledgment of acceptance of a bid as the basis for a procurement contract, funds for which have lawfully been appropriated by the City Council.

7. **Business:** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.
8. **CCNA:** The “Consultants Competitive Negotiation Act,” §287.055, Florida Statutes, as the same may be amended from time to time by the Florida Legislature.
9. **Capital Item:** Expenditures in excess of \$10,000 for the acquisition of fixed assets. Capital Items include land, buildings, machinery, equipment, furniture and improvements to infrastructure.
10. **Change Order:** A modification, deletion or addition to an executed contract. To be effective a *Change Order* must be signed by both parties. The City Manager is authorized to sign all change orders for the City.
11. **City Council:** City Council is comprised of five elected members who each serve four-year terms. The regular annual election of the City *council* shall be on the first Tuesday following the first Monday in November in even number years. The terms of *council* members shall be staggered four-year terms, with three members elected at one election and two members elected at the next election. Elections are nonpartisan and at-large.
12. **Competitive Solicitation:** The process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement, including but not limited to Invitations to Bid; Requests for Proposal; and Requests for Qualifications.
13. **Construction:** The process of constructing a building, structure, road or drainage utilities; altering, repairing, improving or demolishing any structure or building; or other improvements of any kind.
14. **Consultant Services:** Any narrow discipline wherein a known practitioner has, through education and experience, developed expert advisory and programmed skills as a vocation; any service performed primarily by vocational personnel which requires the analysis or certification of a professional before the services are acceptable to the user of the service; or, any other advisory, study or programming activity. The City Manager may determine, in writing, that the level of skills and/or creativity of the potential or known practitioner(s) warrants procurement in lieu of a competitive bid or quotation process. For the purposes of this manual, the term *Consultant Services* does not include those services defined as “professional services” in §287.055(2)(a), Florida Statutes.
15. **Continuing Services Contract:** A “continuing contract” is a contract for professional services entered into in accordance with all the procedures of § 287.055, Florida Statutes, between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million; for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000; or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

16. **Contract:** (a) A deliberate verbal or written agreement that is established between two or more competent parties to perform or not perform a specific act or acts; or (b) any type of agreement, regardless of what it is called, for the procurement or disposal of goods, services or construction, usually for exchange of goods or services for money or other consideration.
17. **Contractor:** Any person having a contract with the City of Crestview.
18. **Demolition:** Removal or destruction of a structure and appurtenances thereto, a road, a drainage utility or any combination thereof.
19. **Design-Build Firm:** A partnership, corporation or other legal entity certified as a "design- build firm" pursuant to §287.055 Florida Statutes.
20. **Design-Build Professional:** Any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering or land surveying in the State of Florida.
21. **Design-Build Services:** The requirement for which a single contract with a design-build firm is entered into for the design and construction of a Capital Improvement Construction Project.
22. **Design Criteria Package:** Concise performance-oriented drawings or specifications of a Capital Improvement Construction Project.
23. **Designee:** A duly authorized representative of another person.
24. **Disadvantaged Business Enterprise (DBEs):** For-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis.
25. **Emergency Purchases:** A procurement that is made in response to an immediate requirement when the delay to complying with all governing rules, regulations and procedures would be detrimental to the health, safety and welfare of the City and/or its citizens.
26. **Employee:** A person employed by the City of Crestview.
27. **Evaluation Committee:** A committee comprised of staff to review proposals with the purpose of making recommendations to the appropriate parties.
28. **Finance Director:** The employee responsible for adherence to federal, state, county and local municipal purchasing ordinances, statutes and resolutions, primarily responsible for managing the revenue and cash flow of the agency, banking, collection, receipt, reporting, custody investment or disbursement or municipal funds.
29. **Goods:** Any tangible property other than services or real property.
30. **Invitation to Bid ("ITB"):** The solicitation document that is used for competitive sealed bidding for procurement of construction, goods and/or services for the City.

31. **Item:** A separate single unit, article, product, material or service.
32. **Local Business:** Any business having a physical location within the jurisdiction of The City of Crestview and/or Okaloosa County, at which employees are located and from where business is regularly transacted.
33. **Manager:** The City Manager or designee.
34. **May:** Denotes the permissive.
35. **Must:** Denotes the imperative.
36. **Originating Department/Division:** The department/division within the City government that requests and utilizes goods and/or services, which are purchased according to the Procurement Manual.
37. **Procurement:** The buying, purchasing, renting, leasing or otherwise acquiring of any goods and/or services for public purposes in accordance with the laws, rules, regulations and procedures applying to the expenditure of public funds. *Procurement* includes, by way of illustration and not limitation, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services, including construction projects and Capital Improvement Projects, as defined herein, required by any department/division or agency of City government regardless of the source of funds.
38. **Proposal:** An executed formal document submitted by an offeror to the City stating the good(s) and/or service(s) offered to satisfy the need as requested in the Request for Proposal.
39. **Purchase:** The same as *Procurement*, as defined herein.
40. **Purchase Order:** A source document used to place an order with a vendor or supplier. In other words, this is the contract that a buyer drafts to purchase goods from a seller.
41. **Purchase Requisition Form:** The City's internal form used to document authorization of a purchase.
42. **Quotation:** Any oral or written informal offer made by a vendor for furnishing to the City specific goods, services, or both at a stated price.
43. **Request For Proposal (RFP):** A solicitation of responses for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of proposal is based on stated criteria and shall denote the relative importance of all evaluation factors; other factors may be considered as stated in the RFP.
44. **Request For Qualifications (RFQ):** A solicitation of responses for either professional or non-professional services. Evaluation of responses is based on the respondent's qualifications in relation to the scope of work and or other factors as stated in the solicitation. RFQ procedures are the same as RFP procedures unless the services requested fall under CCNA guidelines (§ 287.055, Florida Statutes).
45. **Request For Quotation (RFQT):** An informal request, either oral or written, to solicit prices for specific goods, services or both.

46. **Responsible Bidder, Offeror, Quoter, or Respondent:** A business that has submitted a bid, offer, proposal, quotation or response that the City determines, in all respects, is capable of performing fully the contract requirements with integrity, reliability and giving reasonable assurance of good faith and performance.
47. **Responsive Bidder, Offeror, Quoter, or Respondent:** A business that has submitted a bid, offer, proposal, quotation or response which conforms to all material aspects of the solicitation, as determined by the City.
48. **Services:** The furnishing of labor, time and/or effort by professionals or contractors, wherein the submission of goods or other specific end products (other than reports, studies, plans, advisories, contractual documents or other documents relating to the required performance) are incidental or secondary. The term *Services* does not include an employment agreement or collective bargaining agreement.
49. **Shall:** Denotes the imperative.
50. **Sole Source:** The only existing source of an item which meets the needs of the user department/division, as determined by a reasonably thorough analysis of the marketplace acceptable to the Finance Director.
51. **Specifications:** A concise statement of a set of requirements to be satisfied by a product, material or process used in an Invitation for Bid or Request for Quotation to describe the goods and/or services to be purchased or otherwise acquired.
52. **Team:** A group of members established by any department for the purpose of conducting negotiations as part of a competitive solicitation. A team may also be referred to as a Selection Committee.
53. **Vendor:** An actual or potential provider of goods or services.
54. **Work Authorization Form:** Document that is utilized by the City to initiate work projects with a vendor under a previously approved and current continuing services agreement.

2. DUTIES & RESPONSIBILITIES

A. City Clerk Responsibilities

1. Review drafted specifications for formal bids.
2. Determine Dates/Times for advertising and submissions for bids and ensure compliance to all Statutory requirements.
3. Provide contract administration and act as custodian of all contracts as the Custodian of Public Records.
4. Assist the City Manager to resolve, monitor and negotiate contract disputes regarding contract compliance.
5. Be familiar with all requirements of the Purchasing Manual.

B. Finance Director Responsibilities

The Finance Director is responsible for establishing purchasing policies/guidelines and coordinating the purchasing procedures for the City.

The Finance Director or their designee will determine if any purchases fall outside these established policies/guidelines.

The Finance Director or their designee shall:

1. Develop purchasing objectives, policies, programs and procedures for the acquisition of materials, equipment, supplies, and services.
2. Coordinate and assist with purchasing procedures of departments.
3. Consolidate the purchase of like or common items or services.
4. Ensure all purchases are made in accordance with Federal, State and City laws and regulations.
5. Provide an understanding of sound purchasing policy and procedures throughout all departments of the City
6. Work with the originating department to ensure the product or services meets the requirements of the department and is the best value to the City.
7. Write manuals, provide training, and be a resource to all departments in meeting their purchasing needs.
8. Establish and maintain good relationships with Vendors.
9. Inform department staffs of market changes, new products, and other such factors.
10. Provide an understanding of sound purchasing policy and procedures throughout all departments of the city

11. Exchange ideas and information with other public purchasing agencies in an effort to utilize best practices in the procurement process.
12. Develop standardized specifications for use by all departments, improve the purchasing practices, understand piggyback procedures and apply them where feasible.
13. Have a thorough legal understanding of procurement laws and practices.
14. Establish and maintain active communication with all City departments in order to meet their purchasing requirements.

C. Requesting Department's Responsibilities

1. Initiate purchases, as outlined in this manual, allowing sufficient lead time to process the order and the vendor to deliver goods or services.
2. Follow the City's purchasing policies as outlined.
3. Prepare clear and unrestrictive technical specifications when needed for products or services.
4. Review bid tabulation sheets and submitted proposals to determine the department's recommendation for award.
5. Send complete and proper specifications for bid solicitation, or proper documentation to waive competitive bidding when exercising an option to "piggyback," declaring sole/single source procurement or to deal with emergencies.
6. Promptly inform the Finance Director of any contract compliance issues.

D. Ethics and the Procurement Process

The City of Crestview and the Finance Director subscribe to the Florida State Statutes' Code of Ethics: 112.313. Furthermore, the Finance Director promotes the published and established Code of Ethics as adopted by the National Institute of Governmental Purchasing Officers (NIGP) and the Florida Association of Public Procurement Officials, Inc. (FAPPO).

All City employees involved in any part of the procurement process are required to act in an ethical manner. No officer or employee of the City shall have any personal beneficial interest, either directly or indirectly, in any expenditure, purchase, sale (not including items auctioned by the City) or contract for items, equipment, supplies, commodities, or services made by the City. Additionally, they shall not have personal or financial interest in any firm, corporation, or association furnishing or bidding on such purchase, sales, contract, or services.

No employee, city management, or official, acting as agent for the City, shall directly or indirectly, purchase, rent, or lease any supply or service from a business entity in which he/she or his/her immediate relative owns a material interest. A public officer or employee acting in a private capacity may not rent, lease, or sell any supply or service to the City.

The City of Crestview is governed by the Government in the Sunshine, Chapter 286 and 119 of the Florida Statutes. The records held by the Clerk's Office and all Department records are public and can be examined by the public upon request.

3. PURCHASING METHODS

A. Purchasing Card

A purchasing card is provided for City departments for the use of travel. Any additional uses must be approved by City Manager or Finance Director.

B. Purchase Requisition

A purchase requisition is to be used for ALL purchased for the City of Crestview and the CRA. Procedures for the purchase requisitions are outlined in this purchasing manual.

C. Emergency Purchase

An "Emergency" is defined as a situation brought about by a sudden unexpected turn of events or any circumstance or cause beyond the control of the City in the normal conduct of its business. An emergency purchase is made to alleviate a situation where there is a threat to health, welfare, injury, or loss to the City that can only be rectified by immediate purchase of equipment, supplies, materials or services.

An "emergency purchase" must fit the circumstances noted above and requires such competition as is practicable under the circumstances. Poor planning and inadequate management are not "emergencies" and cannot be treated as such. Purchases of this nature may be expedited, but still do not justify "emergency" status.

D. Price Quotes

With the exceptions of purchases exempt from competitive bids, all purchases between \$1,000 and \$20,000 require the opportunity for competition be given to vendors. Quote forms are available in Appendix.

Competitive quotes are to be obtained by the requesting departments as follows;

1. For purchases of \$1,000 to \$7,500 a minimum of three (3) or more quotes are required. These quotes can be obtained through verbal or written methods and must be documented.
2. For purchases of \$7,501 to \$20,000 a minimum of three (3) or more written quotes provided by the vendor are required. The quotes will be obtained independent of each other and may be obtained electronically. Staff will not share quotes with the competing bidders. If less than three (3) quotes are received, the department must record all agencies where quotes were requested and obtain approval from the Finance Director prior to proceeding. A copy of each competitive quote should be uploaded to the purchase requisition.

E. Formal Bid

With the exceptions of purchases exempt from competitive bids, all purchases above \$20,000 or continuing service contracts require the opportunity for competition through formal Bid solicitation conducted by the user department in coordination with the City Clerk's Office.

F. Bid (RFB / ITB) Request for Bid / Invitation to Bid

This method for purchases of goods and/or supplies that exceed \$20,000 is the most preferred formal bid method and is used when specifications are clear and pricing is the predominant deciding factor.

Sealed bids allow a maximum degree of competition among a number of suppliers offering similar products. As a result, prices obtained are generally considerably lower than standard "list" pricing. Sealed bids require considerable effort in the preparation of their terms, conditions, and specifications.

G. Sealed Proposal (RFP) Request for Proposal

This formal method of procurement for purchases of goods and/or supplies that exceed \$20,000 is used when competitive sealed bidding (RFB) is not practical.

Formal proposals differ from formal bids in the nature of their intent. Bids will usually supply, in detail, the nature and specifications of the goods or services desired. The requesting department has generally provided this data. Proposals, however, will specify the nature of a requirement that needs to be met. Often, the means of satisfying this requirement is unknown to the requesting department. Therefore, the appropriate department will request that vendors submit their proposals for accomplishing a specific goal. These proposals will be diverse relative to approach, means, and cost. As with a sealed bid, to ensure the maximum degree of competition a sealed proposal will be subject to a competitive evaluation process.

Formal proposals are best used when the objective is vague or lacking in detail; or when the vendor's knowledge of his field may provide innovative and economical solutions.

H. Acquisition of Professional Services – Request for Qualifications (RFQ)

1. The provisions of Section 3 of this Policy, unless required by law or contract, shall not apply to the procurement of professional or technical services, but the Finance Director, or the Finance Director's designee, shall determine the scope of the services required and may, at the Finance Director's option, require the submission of proposals prior to engaging such services. For the purposes of this Policy, "professional or technical services" means those services requiring specialized knowledge, education, skill or expertise and where the qualifications of the person(s) rendering the services are of primary importance. Professional and technical services shall include, but not be limited to, services provided by architects, attorneys, accountants, construction and project managers, dentists, design professionals, engineers, geologists, physicians, nurses, psychologists, teachers, veterinarians and health care providers, which provide a combination of professional and paraprofessional services or any other professions and services defined as professional services by state law.

2. No person or firm practicing in a professional or technical field for which a license is required by state law shall be engaged by the City unless possessing a current license in good standing.

3. Upon engagement the City shall enter into a written agreement or memorandum of understanding for the performance of the services for which engaged, setting forth the scope of services and the unit or total price therefore.(d) Professional and technical services shall be procured in accordance with federal or state law whenever applicable.

I. State Contracts and Other Government Agency Contracts –(Piggybacking)

State, Government Agency, and other organization's contracts have already been competitively bid; therefore, the need to bid is satisfied for purchases of this nature. This method of purchase is commonly known as "piggybacking" and is particularly desirable if time is a constraint or if the chances for obtaining better prices from other sources is poor. Utilization of these sources waives the requirement for a formal competitive bid. The requesting department will be required to demonstrate that a competitive bidding process was used in the initial selection process. The Finance Director will have the final say in determining if the selection process was consistent with the desired outcome of the section 3.

J. Sole Source/Sole Provider Purchase

Sole source or a single source purchase is defined as being non-competitive in price or availability and may be exempt from the competitive solicitation requirements. Examples might be purchasing from a manufacturer's sole sales agency or purchase of a particular brand of computer equipment because it is exclusively compatible with the network computer.

In cases of purchases over \$20,000, approval of City Council shall be required. Caution should be exercised when requesting "sole source" approval from City Council for a purchase. In many cases, other sources exist for a given item, and these must be investigated by the using department and/or Finance Director before committing to "sole source."

The using department must provide reasonable documentation for providing sole source status. Providing a patent number or other information indicating they are the only suppliers in the area may satisfy this requirement.

K. Check Request

The Check Request is a standard form used to authorize staff to make payment for purchase of goods and/or services that is excluded from general purchasing requirements. These exclusions include certain payments to vendors or reimbursements as listed below: Check Request form provided in Appendix.

- Per Diem Request
- Recording Fees
- Refunds
- Other items as approved by the Finance Department.

L. Petty Cash (to be utilized only for the following items in amounts less than \$20) All Petty Cash purchases should be for immediate needs only.

- Postage
Small Office/Operating Supplies

Before processing a check or petty cash request, be sure to review other purchasing methods to ensure purchasing policies and procedures are followed. A check or petty cash request may not be used to circumvent established purchasing policies and procedures. Such request is an unauthorized purchase and the City is not bound for payment. Contact the Finance Department if you have any questions regarding the types of items that can be processed on a Check Request form or be reimbursed from Petty Cash.

4. GENERAL GUIDELINES

This section provides an introduction to the general policy, guidelines, and/or rules for the purchasing process. Subsequent sections provide those procedures and methods to be utilized to carry out this policy.

The City Manager, as authorized by the City Council, has delegated to the Finance Director the authority to procure materials and services for the City of Crestview that are within the guidelines set forth by the City Council.

A. Purchasing Categories

The purchase process is controlled by two components: (1) dollar amount and (2) approving authority. Dollar Amount categories apply to the total amount to be purchased and/or the total amount to be expended over an initial contract term. Purchase approval thresholds apply to the established level of approving authority (i.e. Department Head, Finance Director, City Manager, or City Council).

Level 1 – Purchases up to \$1,000

Quote Requirement: Telephone, fax, internet, or in-person quotation suggested.
Approval: Department Head or designee.

Level 2 – Purchases for \$1,001 to \$7,500

Quote Requirement: Shall be a minimum of three (3) verbal quotes (Verbal, Telephone, Written, or Electronic) indicating vendor, contact information and price.
Approval: Department Head and Finance Director.

The Finance Director reserves the right to verify quotes and pricing information and check to determine whether delivery charges have been included, and/or seek further competition. If there is any doubt about authorization the City Manager has final approval.

Level 3 – Purchases for \$7,501 to \$15,000

Quote Requirement: Shall be three (3) documented written quotes; Approval: Department Head, Finance Director

Level 4 – Purchases for \$15,001 to \$25,000

Bid Requirement: Formal quote/Bid solicitation by end-user department through coordination
Approval: Department Head, Finance Director, City Manager

Level 5 Purchases over \$25,000

Bid Requirement: Formal quote solicitation by end-user department through coordination
Approval: Department Head, Finance Director, City Manager, City Council

B. Unauthorized Purchases

Except for emergencies or other authorized exemptions stated in these guidelines, no purchase of supplies, services, or equipment shall be made without authorization as described within this manual.

No representative of the City shall enter into a verbal agreement or make any arrangements until final approval is granted. In the event that an unauthorized purchase is made, the following may apply: (1) such purchases are void and not considered an obligation of the City, and (2) the person ordering the unauthorized purchase may be held personally liable for the costs of the purchase or contract.

Unless specifically approved in writing by the City Manager, no employee may purchase City property for his / her own personal use unless it is purchased through the City's public auction or through sealed bid procedures of the City. This includes new and used equipment, materials, or supplies.

No employee may use the purchase power of the City of Crestview to make private purchases; in addition, employees should not have private purchases sent to the City C.O.D. to be paid for by the employee.

C. Prohibition against Subdivision

No contract or purchase shall be subdivided to avoid the requirements of the Purchasing Manual or City Code.

Delegated procurement authority is based on the total cost of goods and/or service. Splitting an order so that the total cost is within one's spending authority is prohibited.

D. Tax Exempt Status

The City of Crestview is exempt from Federal, State, and Local taxes except in certain prescribed cases.

An exemption certificate is available from the Finance Department and should be furnished to any of the City's suppliers upon request.

5. PURCHASE REQUISITION

A. Purchase Requisition

No City employee has the authority to purchase or commit public funds toward the purchase of commodities or services without first complying with the appropriate requisition and procurement procedures. In the event that an emergency purchase must be made, the approval must be secured from the Finance Director prior to purchase. Purchase Requisitions will not be approved "after the fact" without sufficient justification and explanation, at the Finance Director's discretion. Employees who violate this policy will be subject to disciplinary action.

Any request for procurement shall start with a properly prepared purchase requisition by the originating department. Requisitions must be completely filled out with the proper information, required quotes, documentation, attachments, and approvals. Without this information, the requisition will be rejected and returned to the originating department. Requisitions in excess of budgeted amounts must be accompanied with a budget transfer request to resolve the shortfall.

The Finance Director may waive the requirement for quotes below the mandatory bid threshold, if determined to be in the best interest of the City.

B. Emergency Purchase Requisition

When an emergency exists, the originating department shall prepare in full a Request for Emergency Procurement form. The Finance Director will verify compliance and approve all such purchases up to and including \$15,000. More than \$15,000 and up to and including \$25,000 the City Manager may approve. Amounts above \$25,000 the City Manager may approve; however, this must be reported to City Council as soon as practical.

The originating Department Head is now authorized to proceed in a prudent manor to bring the emergency procurement to a close. If the emergency warrants, the sequence of events as described may be altered with the prior permission of the Finance Director and/or City Manager.

When an emergency exists, After Normal Working Hours, the Department Head shall exercise his or her judgement as to the justification for making an emergency procurement.

If justified, the Department shall follow all of the emergency procedures listed in the above paragraph and deliver the documentation the next working day to the Finance Director.

In the event that the City Council declares a "state of local emergency," the means of which to be followed for procuring goods and services will be processed via disaster procurement under the direction of the City Manager. The procedures for procurement of supplies, services, or construction will be waived where the urgency is to protect the safety and welfare, property and public health.

Emergency purchase request form included in the Appendix.

C. Receiving, Inspection, and Testing

Receiving and Inspecting

It is the responsibility of the using department to determine that there is no damage and the correct product and quantity have been received and to sign the accompanying delivery slip, Bill of Lading, or invoice. Any discrepancies should be noted, and the vendor should be contacted immediately and made aware of the discrepancy.

When partial deliveries are made at the convenience of the vendor, payment will only be made for those items received. Departments should receipt in only the goods received and forward the partial invoice to the accounts payable department.

Testing

Testing of certain materials and supplies is occasionally necessary. The using department is responsible for all details in connection with any necessary testing.

Upon receipt of vendor invoice and completion of delivery and acceptance of material or service, the department receipt in all items/services received into the purchase order system. All Departments are then required to submit invoices to the Accounts Payable office for payment. .

6. BIDS

AT OR ABOVE THE MANDATORY BID THRESHOLD

The Mandatory Bid Threshold is \$15,001 Except as set forth in applicable law by Crestview City Council or this manual, commodities or services having an estimated value in excess of the mandatory bid threshold shall be procured through competitive sealed bidding. The City Manager shall be authorized to enter into a procurement transaction up to \$20,000 that have followed the prescribed procurement procedures outlined in this manual. In the event of an emergency purchase the amount can be in excess of \$20,000. The City Manager will provide the City Council with the details of the said transaction as soon as practical.

A. Bidding Procedures

1. Bid Documents – The originating department shall provide to the City Clerk a copy of specifications and bid documents. City Clerk shall coordinate with Finance Director to determine if the bid is approved in the Budget.

The City Clerk, along with the City Attorney and Finance Director shall review the specifications and bid documents to ensure that the specifications do not unduly restrict open and free competition.

2. Public Notice – Public notice of the invitation for bids shall be given a reasonable time prior to the date set forth in the bid documents for the opening of bids. Such notice may include publication in a newspaper of general circulation and posting on the City's website. All public notice of bids shall be coordinated through the office of the City Clerk. ITBs, RFPs, and RFQs will be advertised at least once in a newspaper of general circulation in Okaloosa County. The City Clerk will also look for other direct to provider opportunities to solicit bidders.

3. Mandatory Pre-Bid Conference – A mandatory pre-bid conference may be held with prospective bidders and City staff on formal bids, complex and public works construction projects. Those that are not in attendance will not be allowed to submit a bid. The primary objective of such a conference is to provide a clear understanding of instructions to bidders relative to drawings, specifications, local conditions, location of the work, and basic construction methods of work requirements. A site visit may be scheduled following the conference if the project personnel feel it would be beneficial for clarification of specifications. The conference shall be a formal announced meeting with bidders. An announcement of the conference shall be included with the Invitation to Bid.

The announcement will state when and where the conference will be held and should be attended by City personnel qualified to answer completely and accurately all questions relating to matters such as contract provisions, design, and specifications, and production techniques that are expected to be discussed. A formal record shall be made of persons attending and the organizations represented through the use of the sign-in sheet.

4. Addenda – Addenda to the bid documents shall be provided to all bid document holders of record by the originating department or the consultant, as applicable. A copy shall be provided to the Finance Director for records.
5. Time of Receipt – Bids must be received by the City no later than the time and date stated in the invitation for bids. Bids offered or received after this time shall NOT be considered.

6. Public Bid Opening – All timely received bids shall be publicly opened by the City Clerk or designee, in the presence of one or more witnesses at the time and place stated in the invitation for bids. The City Clerk shall retain the original bids on file and remaining copies shall be sent to the originating department.

7. Bid Acceptance – Bids shall be accepted without alteration or correction, except as authorized in this manual. All bids must be signed in ink.

8. Bid Review – The originating department is responsible for reviewing the bid responses and making a recommendation for award of the bid. Should the low bidder not be recommended, a reason must be stated in the written recommendation for award.

9. Verification and References – Prior to award, the Finance Director shall reference the low bidder against the State of Florida's lists of convicted and suspended vendors, as well as the U.S. Government's System for Award Management database. Provided references shall be verified at the discretion of the originating department or upon direction by the Finance Director. Additional sources may also be reviewed to aid in determining if the bidder is responsible.

10. Correction, Cancellation or Withdrawal of Bids

a. Correction of Bids

(1) Correction of Mathematical Errors Prior to Award – Errors in addition or multiplication of unit prices or in other mathematical calculations may be corrected by the Department Head, Finance Director or City Manager prior to award. Bids shall be deemed to be amended to the correct amount. In all cases of errors in mathematical computation, the unit prices shall not be changed.

(2) Correction of Mathematical Errors after Award – Errors in addition or multiplication of unit prices or in other mathematical calculations identified after award may be corrected only with the approval of the City Manager, and any correction shall not exceed the amount of the next low bid.

b. Cancellation of Bids

Any time prior to the bid opening date and time, the City Manager or designee may cancel or postpone the bid opening or cancel the invitation for bids in its entirety.

c. Amendment or Withdrawal of Bids

(1) Bid Amendments Prior to Opening – Any bidder may voluntarily withdraw or amend the bid at any time prior to the bid opening in person, or by written notice received by the Finance Director prior to the bid opening. The Finance Director may request verification as to the notifier's authority to do so. Amendments shall be forwarded to the Finance Director prior to bid opening, sealed and identified with the bid number.

(2) Bid Amendments after Opening – After bid opening, bidder may not amend their bid. Bids shall remain in effect and binding upon the bidder for a period of sixty days, or such other time period specified in the bid documents.

B. Award

1. Award Authority – A bid shall be awarded by written notice to the lowest responsible and responsive bidder. After a City Council award is made, the City Clerk's office shall issue a "Notice to Proceed," as applicable. If, within 60 days after bids are opened, or within such time period specified in the bid documents, the bid of the lowest responsible and responsive bidder is withdrawn or not honored, the City Manager may award the bid to the next lowest responsible and responsive bidder.

After 60 days or such other time period specified in the bid documents, the City Manager may award to the next lowest responsible and responsive bidder only if the next lowest responsible and responsive bidder agrees, in writing, to extension of the bid price for the additional period of time. These processes may be repeated until an award is made to a responsible and responsive bidder.

2. Tie Bids – If two or more bidders are tied after review by the originating department, in accordance with section 287.087 of the Florida Statutes, preference shall be given to the bidder with a Drug Free Workplace Program. In cases where a tie still exists, the City Council shall award to the bidder identified as the most responsible bidder based upon the other relevant factors in the bidding documents. If a tie still exists, the winning bidder shall be determined by the bidder whose response was received first (as indicated on the receipt time stamp and associated log).

3. Price Adjustment – Where appropriate, contracts may be awarded with a provision for upward or downward price adjustments, provided such adjustments were part of the bid documents.

4. Cancellation after Award – The City Council may cancel a bid award at any time prior to execution of the contract by all parties, including the City.

C. Additional Requirements for Construction and Public Works Contracts

1. Bid Package Preparation

a. For In-House Projects – For projects managed in-house, the originating department shall provide all necessary specifications for inclusion in a bid packet.

A contract shall be included in the bid documents if provided by the originating department. A complete packet of all bid documents including the original specifications and standardized terms and conditions shall be provided by the originating department to the City Attorney for approval. A copy of the bid documents indicating approval by the City Attorney shall be forwarded to the City Manager, Finance Director for review.

b. For Consultant Managed Projects – For projects managed by a consultant, it is the originating department's responsibility to ensure that the procurement language is included in the bid documents prepared by the consultant, and that the bid documents have the approval of the City Manager, City Attorney and Finance Director. The consultant shall provide the originating department and the Finance Director with a copy of the approved bid specifications and bid documents.

c. Public Notice – Bids for construction or public works project that are projected to cost more than the threshold amounts set forth in Florida Statute 255.0525(2), currently \$200,000, shall be advertised in accordance with such statute, which generally requires

that;

1) Solicitations for projects in excess of \$200,000 be advertised at least once in a newspaper of general circulation in Okaloosa County and this must be at least 21 days prior to the bid opening date, and at least 5 days prior to any scheduled pre-bid conference, and

2) Solicitations for projects in excess of \$500,000 must be advertised at least once in a newspaper of general circulation in Okaloosa County at least 30 days prior to the bid opening date, and at least 5 days prior to any scheduled pre-bid conference.

2. Recommendation for Award

- a. For In-House Projects and Consultant Managed Projects – It will be the originating department's responsibility to review recommendation for submission to the City Council. The originating department shall forward to the City Manager and Finance Director the recommendation for review. After approval from the City Manager and Finance Director the originating department will prepare the agenda item for submission to the City Council.

A proposed contract shall be included in the agenda item and executed by the other party prior to submission to the City Council approval.

If a contract is not included in the agenda item, it shall be the originating department's responsibility at a later date, to prepare an agenda item requesting approval by the Council and authorization for the Mayor to execute the contract, to obtain any required approvals, and to present the item at a City Council meeting.

A contract must be executed by the other party prior to submission to the City Council for approval. A copy of the agenda item materials and the executed contract shall be provided to the City Clerk and the Finance Director for their records one week prior to the Council meeting.

- b. For Consultant-Managed Projects – The originating department shall be responsible for preparation of an agenda item, proper routing for approvals, and presentation to Council. A complete copy of the agenda item shall be provided to the Finance Director for his / her records.

The originating department is responsible for preparation of a proposed contract and obtaining approval by the City Attorney if it is to be included in the agenda item. The written recommendation in the agenda item shall include a request for authorization for the Mayor to execute the contract.

If a contract is not included in the agenda item, it shall be the originating department's responsibility at a later date, to prepare an agenda item requesting authorization for the Mayor to execute the contract, to obtain any required approvals and to present the item at a City Council meeting.

A contract must be executed by the other party prior to submission to the City Council for approval. A copy of the agenda item materials and the executed contract shall be provided to the City Clerk and Finance Director for their records one week prior to the City Council Meeting.

3. Notice of Award

Upon City Council approval, the originating department has 14 working days to contact the vendor to set up a meeting to discuss the start dates and any other items of concern, in which a "Notice to Proceed" document will be issued by the office of the City Clerk, and signed and agreed to by both parties. All required documentation, such as the signed contract, certificate(s) of insurance or bond(s) shall be in order prior to the "Notice to Proceed" being issued. All public construction bond(s) shall be provided by a surety company authorized to do business in the State of Florida and approved by the Finance Director. An alternative form of security may be provided in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or other form of security permitted by Florida Statute 255.05(7), in a form acceptable to the City Attorney and the Finance Director. The originating department shall be responsible for returning an executed original contract to the vendor. All documentation shall be recorded with the City Clerk's office and the bond shall be recorded and held at the City Clerk's office until the final release of all obligations by the vendor has been completed and signed off by all parties involved.

4. Forfeiting of Bonds (Default by Contractor)

All contracts for services (construction or otherwise) shall contain a clause providing for termination upon default of the contractor and providing that in such cases the surety company shall bear the responsibility for the completion of the contract, or if no surety company has provided a performance bond, the City may claim the alternative security and use such funds for the completion of the contract.

5. Termination for Convenience

All contracts (construction or otherwise) shall contain clauses providing for the termination of the contract for convenience of the City and shall prescribe methods by which the contractor may calculate the cost of work already performed, and termination settlement costs.

6. Indemnification

All contracts (Construction or otherwise) shall provide that the contractor (or other appropriate party) shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the contractor (or other appropriate party) and persons employed or utilized by the contractor (or other appropriate party) in the performance of the construction contract.

7. Liquidated Damages

The City reserves the right to require liquidated damages for projects that are time sensitive.

D. Work Orders/Authorizations

Work orders/Authorizations for continuing services agreements previously approved by the City Council may be approved by the City Manager, if within his defined authorization limits and if not prohibited within the agreement

E. Change Orders

1. Applicability

Modifications may be made to an executed contract, which do not substantially alter the character of the work contracted, and which do not vary substantially from the original specifications such as to constitute a new undertaking. Such changes must be reasonably viewed as being in fulfillment of the original scope of the contract and must be clearly directed to the achievement of a more satisfactory result, or to the elimination of work not necessary.

2. City Manager Authority

The City Manager is authorized to approve change orders to contracts executed under the City Manager's authority, provided the criteria in paragraph A above are met, and the total value of the contract change does not exceed a cumulative 15 percent of the total value of the contract. Changes in excess of a cumulative 15 percent of the total contract price must have the prior approval of the City Council. Unless otherwise specified upon Council approval of the contract.

F. Direct Purchase

In accordance with F.S. 212.08(6) and FAC Rule 12A-1.094, the City may elect to utilize direct purchase of materials for projects to reduce project cost through the elimination of sales tax. The election to do this shall be previously approved by the Finance Director.

G. Local Vendor Preference

The City extends preference to those vendors, contractors, or service providers, who have obtained a valid local Business Tax Receipt, issued by either the City of Crestview or Okaloosa County prior to bid submission; and, whose business address is located within the City limits of the City of Crestview, or boundaries of Okaloosa County, Florida. A post office box shall not be considered a physical business address.

When a qualified and responsive nonlocal business submits the lowest price bid, and the lowest bid submitted by a qualified and responsive local area business is within 5% of the lowest bid, then the lowest bidding local area business shall have the opportunity to submit an offer to match the price submitted by the lowest nonlocal area business bidder.

Within five working days after the posting of the qualified and responsive bids, any local area business that has submitted a bid within 5% of the lowest bid by a nonlocal area business, and that wants the opportunity to match the lowest bid, shall submit a written offer to match the lowest bid. If the lowest local area business submits an offer that matches the lowest bid submitted, then the award shall be made to such local business.

If the lowest bid is submitted by a qualified and responsive local area business, there is no local vendor preference. The City reserves the right to make any award based on the best interest of the City.

7. RFP/RFQ

A. Request for Proposal (RFP)

If it is not practical or advantageous to procure any specific commodity or service by competitive sealed bidding, a request for proposals may be used.

1. RFP Process – An RFP is characterized by a description of the desired objective and a statement of evaluation criteria. RFP's may include a request for price to be considered in accordance with evaluation criteria. Except as modified by applicable law or this manual, RFP's shall be advertised, received, opened and processed, and shall be corrected, withdrawn and cancelled, in the same manner as bids discussed in section 6.
2. Evaluation Criteria – The RFP shall state the evaluation criteria and the relative importance of each evaluation criterion, including price, if applicable. Only criteria set forth in the request may be used to evaluate the proposals submitted.
3. Evaluation Committee – An evaluation committee shall be selected by the City Manager. The Evaluation Committee shall be comprised of not less than three and not more than seven members. A majority of members shall constitute a quorum. The City Clerk shall conduct the meeting and record minutes.
4. Review of Proposals – The Evaluation Committee shall review all proposals submitted in response to the RFP and shall make a recommendation for award based upon the evaluation criteria.
5. Non-Public Proceedings of the Evaluation Committee – If the Evaluation Committee (a) meets to discuss negotiations strategies or (b) meets with a proposer for the purpose of hearing a presentation, conducting discussions and asking questions, or conducting negotiations, such meetings may, at the election of the City, be held in private; provided, however, that a complete recording shall be made of any non-public portion of the meetings, no portion of the non-public meetings shall be held "off the record." The recording of the non-public portion of the meetings shall be considered a public record, under chapter 119, Florida Statutes, which is exempt from production to the public, until such time as the City provides notice of an intended decision, or until 30 days after opening of the proposals, whichever occurs earlier.
6. Negotiation of Proposals – The City may negotiate with any proposer to revise, value engineer, etc. any proposal, provided the revisions do not amount to a substantial and material change to the proposal, and provided that such revisions do not unfairly affect other proposers.
7. Award of Proposals – The originating department shall be responsible for preparing an agenda item submitting the committee's recommendation to Council for approval. A copy of the agenda item and all supporting documentation shall be provided to the Finance Director prior to submission to the Council.

The award shall be made to the most responsive and responsible proposer whose proposal is determined to be the most advantageous to the City, based upon the evaluation criteria.

B. Request for Qualifications (RFQ)

Certain professional services are required by the Consultant's Competitive Negotiation Act (CCNA) to be procured by the use of a Request for Qualifications (RFQ). An RFQ may also be used to procure professional services not covered by the Consultants' Competitive Negotiation Act.

1. RFQ Process – An RFQ is characterized by an invitation to professionals to submit a summary of their qualifications to perform a general or specific job or service. If the RFQ is subject to the CCNA, the City shall select no less than three professionals for discussions and, if requested by the City, for presentations.

After staff recommendation and approval by the Council, the City shall enter into negotiations for a contract with the most qualified professional(s). RFQs shall be governed by the CCNA, to the extent applicable. Except as modified by applicable law or this manual, RFQs shall be advertised, received, opened and processed, and shall be corrected, withdrawn and cancelled, in the same manner as bids discussed in Section 6.

2. Evaluation Criteria – The qualifications of each firm responding to an RFQ subject to CCNA shall be determined in accordance with the criteria set forth in the Act, including, without limitation, the professional ability of personnel; whether the firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current and projected workloads; and the volume of work previously awarded to each firm by the City, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The qualifications of each firm responding to an RFQ which is not subject to the CCNA shall be determined in accordance with the criteria set forth in the RFQ.

3. Evaluation Committee - An evaluation committee shall be approved by the City Manager. The Evaluation Committee shall be comprised of not less than three and not more than seven members. A majority of members shall constitute a quorum. The City Clerk shall conduct the meeting and record minutes.

4. Review of Qualifications- The Evaluation Committee shall review the submittals of all firms responding to the RFQ. If the RFQ is subject to the CCNA, the Evaluation Committee shall select at least three firms (short list) for further discussions.

5. Non-Public Proceedings of the Evaluation Committee - If the Evaluation Committee (a) meets to discuss negotiations strategies, or (b) meets with any firm responding to the RFQ for the purpose of hearing a presentation, discussions and asking questions, or negotiations, such meetings may, at the election of the City, be held in private; provided, however, that a complete recording shall be made of any non-public portion of the meetings, and no portion of the non-public meetings shall be held "off the record."

The recording of the non-public portion of the meetings shall be considered a public record, under Chapter 119, Florida Statutes, which is exempt from production to the public until such time as the City provides notice of an intended decision, or until 30 days after opening of the quotes, whichever occurs earlier.

6. Ranking of Firms – The Evaluation Committee, after any discussions with and/or presentations by each shortlisted firm, shall vote on the final ranking. The ranking of firms shall indicate the Evaluation Committee's determination of the firms that are most highly qualified to perform the required services.

7. Ranking Reported to City Council - The Evaluation Committee's rankings of the firms shall be submitted to the City Council through the City Manager by the originating department.

Upon final ranking and selection by the City Council, the originating department shall proceed with negotiations; provided, however, that if the estimated value of the services is \$5,000 or less, the Finance Director, in consultation with the originating department, may determine final ranking and selection, and if the estimated value of services is \$10,000 or less, the City Manager, in consultation with the originating department, may determine final ranking and selection.

8. Negotiations – The originating department shall negotiate with the firms in the order and manner set forth in the CCNA, which generally requires that the originating department first negotiate with the most qualified firm. If negotiations are not successful, the originating department shall formally terminate negotiations with the most qualified firm and shall commence negotiations with the second most qualified firm. If negotiations are not successful, the originating department shall formally terminate negotiations with the second most qualified firm and shall commence negotiations with the third most qualified firm. If the City is unable to negotiate a satisfactory contract with any of the selected firms, the City may select additional firms responding to the RFQ in the order of their competence and qualification and continue negotiations in the same manner until an agreement is reached.

9. Award of Contract – At the conclusion of successful negotiations, a contract, approved by the City Attorney, shall be submitted to the City Manager (up to \$10,000) or the City Council (up to and in excess of \$10,000) for approval. A copy of the executed contract shall be transmitted to the City Clerk's Office for the permanent file.

C. Ranking of Firms in RFP and RFQ Process

The ranking of firms in an RFP or RFQ process shall be done in the following manner, unless otherwise specified within the RFP or RFQ:

1. The RFP or RFQ solicitation documents shall list the evaluation criteria and assign a maximum number of points available for each criterion. The total maximum number of points available for all criteria shall be 100.

2. Each member of the evaluation committee shall evaluate each firm by assigning a number of points for each criterion and then totaling the number of points for all criteria.

3. Each committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.

After interviews in an RFQ process (or in an RFP process, if interviews are held), and based upon information learned during the interviews, each committee member may change his or her ranking of firms.

8. Bonds and Insurance

A. Bonds

Bonds offer tangible protection in the form of monetary assurances that the bidder will meet his/her obligations. Bonds must be secured by the bidder at his/her own cost, and generally may be classified as follows:

1. Bid Bond – This is a document, usually in the amount of 5% of the bid, which guarantees that the bidder will enter into a contract with the City if he/she wins the award. Bid bonds protect the City from erroneous or deliberate low bids which the vendor has no intention of honoring. Should he/she fail to enter into a contract, the bid bond is forfeited. Bid bonds must be submitted with the bid. Bid bonds may be required at the discretion of the City Manager.
2. Performance Bond – This bond is a surety instrument guaranteeing that the vendor will perform according to the terms of the contract and is generally in an amount of 100% of the bid. This bond affords protection from non-performance and/or non-completion of major contracts, the efforts of which could result in considerable injury to the City. Should the vendor default, the bond is cashed, and the City may utilize the funds to complete the contract with another vendor. Performance bonds are submitted upon award of the contract. Performance bonds are required for all projects over \$50,000.
3. Payment Bond – This bond guarantees payment of sub-contractors and suppliers providing goods and services to the general contractor, who is under contract with the City. This payment bond relieves the City of financial liens against a project should the general contractor fail to pay his/her suppliers and sub-contractors. These creditors will look to the bond for payment. Payment bonds are submitted upon award of the contract. **Note: The City Clerk's office will be responsible to safeguard all bonds and bid deposits.**
4. Labor & Material Bond – Same requirements as the Payment Bond. The bond guaranty may, at the discretion of the City, be in the form of a cashier's check, bank money order, bank draft and any national or State bank, certified check, or surety bond, payable to the City. The surety on any bid bond shall be a company recognized to execute bid bonds for contracts of the Federal Government.
5. Letter of Credit – Preferred in the case of certain construction projects or multi-year contracts and must be irrevocable.

B. Insurance Terms and Conditions

Insurance is required to safeguard the City from any claims resulting from damage to property and/or injury to persons caused by the vendor or his actions.

The vendor, at his own cost, must secure insurance policies that name the City of Crestview as an "additional insured" party. The insurance guidelines in this section are applicable to all agreements, contracts, and leases.

Incorporation of the provisions of this section shall be adhered to as closely as possible and as practical to the specific commodity, repair, service, construction, or lease.

Insurance guidelines include basic coverage requirements, one or more of which should be chosen for individual agreements, contracts, or leases, on an as-needed basis.

Agreements, contracts, and leases shall contain risk management/insurance terms to protect the City's interest.

1. City Defined – The term City (wherever it may appear) is defined to mean the City itself, its Council, officers, employees, volunteers, representatives, and agents.
2. Other Party Defined – The term Other Party (whenever it appears) is defined to mean the other person or entity which is party to an agreement, contract, or lease, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, or contractors and subcontractors.
3. Hold Harmless – The other party agrees to hold the City harmless against all claims for bodily injury, sickness, disease, death, or personal injury or damage to property or loss of use resulting there from, arising out of an agreement, contract, or lease unless such claims are a result of the City's sole negligence.
4. Payment on behalf of the City – The other party agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph above.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

5. Loss Control / Safety – Precaution shall be exercised at all times by the other party for the protection of all persons, including employees and property.

The other party shall be expected to comply with all laws, regulations, or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The other party acknowledges that such stoppage will not shift responsibility for any damages from the Other Party to the City.

C. General Insurance Requirements

The other party shall procure and maintain the described insurance, except for coverages specifically waived by the City, on policies and with insurers acceptable to the City.

These insurance requirements shall not limit the liability of the other party. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the other party's interest or liabilities, but are merely minimums.

D. Certificates of Insurance

The Contractor shall procure and maintain required insurance coverages documented on Certificates of Insurance. Such policies shall be from insurers with an "A" or better Best Rating is "preferred;" however, other ratings if "Secure Best Ratings" may be considered.

E. Basic Insurance Coverage Required

1. Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$1,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies with a Best's rating of no less than A:VII. All policies shall be on an occurrence-made basis; the City shall not accept claims made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

2. Workers Compensation Coverage – The Other Party shall purchase and maintain workers compensation for all workers compensation obligations imposed by state law and employers liability coverage with limits of at least \$100,000 each accident, \$100,000 each disease/employee and \$500,000 per disease/policy limit. The Other Party shall also purchase any other coverages by law for the benefit of employees.

3. Business Auto Policy – The Other Party shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Other Party does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Other Party to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

4. Professional Liability – The Other Party shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a Self-Insured Retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of the Other Party's most recent annual report or audited financial statement. For policies written on a "Claims Made" basis, the Other Party warrants the retroactive data equals or precedes the effective date of this contract.

In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive data advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of a contract, the Other Party shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. To be used with consultants or engineers only.

5. Indemnification – The Other Party shall indemnify, defend, and hold harmless the City, its representatives, employees and elected and appointed officials, from and against all claims, cost, demands, legal fees, costs of action, losses, damages or other expenses arising as a result of any negligent act, conduct, error or omission by the City, its agents, employees in the performance of this contract or occasioned wholly or in part by any negligent act, conduct, error or omission by the Other Party, or its agents, employees or subcontractors, in the performance of this contract.

F. Additional Insurance

The following types of insurance may be determined relevant to an agreement, contract, or lease by the City and will be required of the other party when so stipulated.

1. Liquor Liability – In anticipation of alcohol being sold/present, the other party shall provide evidence of coverage for liquor liability in an amount equal to the General/Umbrella/Excess liability coverage. If the General Liability insurance covers liquor liability (e.g. host or other coverage), the other party's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the General/Umbrella/Excess liability policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.
2. Property Coverage for Leases – The other party shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost and shall include an agreed value endorsement to waive coinsurance. Coverage shall also include continued full payment of rents to the City for up to one year after damage or destruction of the property.

9. Bid Protest Procedure

Any actual or prospective bidder or proposer who is adversely affected by the City's decision or intended decision in connection with a competitive selection process shall first file with the Finance Director a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest and bid protest bond shall be filed within 3 days after the date the notice of protest is filed.

A notice of protest shall not be filed before the 72-hour period begins. The 72-hour period begins upon electronic posting of a decision or intended decision. The notice of protest must be received by the agency before the 72-hour period expires. The notice of protest must be filed with the Finance Director. The 72-hour period is not extended by service of the notice of protest by mail.

The "formal written protest" required by this policy is a petition that states with particularity the facts and law upon which the protest is based. The formal written protest shall contain the following information:

- a. The identification of the petitioner, including the petitioner's e-mail address, if any, for the transmittal of subsequent documents by electronic means.
- b. A statement of when and how the petitioner received notice of the City's action or proposed action.
- c. An explanation of how the petitioner's substantial interests are or will be affected by the action or proposed action.
- d. A statement of all material facts disputed by the petitioner or a statement that there are no disputed facts.
- e. A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the City's proposed action.
- f. A statement of the specific rules, ordinances or statutes that the petitioner contends require reversal or modification of the City's proposed action, including an explanation of how the alleged facts relate to the specific rules, ordinances or statutes.
- g. A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the City to take with respect to the proposed action.
- h. The name, address, e-mail address, and telephone number of the party making the request and the name, address, and telephone number of the party's counsel or qualified representative upon whom service of decisions and other papers shall be made.

Bid protest bonds are required for all protests of intended City action to award contracts and to any protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract. The bid protest bond amount shall be the greater of \$25,000.00 or the amount of the bid indicated by the City as the recipient of an intended contract award. Bonds are not to be filed with the notice of protest, but must be filed with the formal written protest or within the 3-day period allowed for filing the formal written protest. A bond can be in substantially the following form:

CITY OF CRESTVIEW PROCUREMENT PROTEST BOND

Bond Number: _____

Contract Number: _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ a (mark one) ☐ corporation, ☐ partnership, ☐ proprietorship, organized and existing under the laws of the State of _____, and having its principal place of business at _____, as PRINCIPAL; and _____, a surety company, organized under the laws of the State of _____, and duly authorized to do business in the State of Florida, whose principal place of business is _____, as SURETY, are held and firmly bound unto the CITY OF CRESTVIEW as OBLIGEE, in the amount of \$_____ for the payment of which sum we, as Principal and Surety, bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

The above-named Principal has initiated a protest regarding the Obligee's decision or intended decision pertaining to Bid Number _____. Said protest is conditioned upon the posting of a bond at the time of filing the formal written protest.

NOW, THEREFORE, the condition of this Bond is that if the Principal, after the administrative hearing process and/or any court proceedings regarding the protest, shall satisfy all costs and charges allowed by final order and/or judgment, and interest thereon, in the event the Obligee prevails, then the obligation shall be null and void; otherwise it shall remain in full force and effect.

The Obligee may bring an action in a court of competent jurisdiction on this bond for the amount of such liability, including all costs and attorneys' fees.

PRINCIPAL: _____

BY: _____

Title: _____ (CORPORATE SEAL)

ATTEST: _____

SURETY: _____

BY: _____

Title: _____ (CORPORATE SEAL)

Florida Resident Agent: _____

(Note: Power of Attorney showing authority of Surety's agent or Attorney in Fact must be attached).

Bonds must be countersigned by an agent licensed in Florida. A cashier's check or money order in lieu of a bond is acceptable.

Failure to file a notice of protest or failure to file a formal written protest with a bond in the form set forth below shall constitute an absolute waiver of proceedings under this policy and a waiver of any protests or challenges by any person. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the time periods provided by this paragraph.

1. Decision - The Finance Director shall promptly investigate the basis of the protest and, after consultation with the originating department, the City Attorney and any other person or entity deemed necessary by the Finance Director, shall issue a decision in writing. The burden of proof shall rest with the party protesting the proposed action to be taken by the City. The standard of proof for protest proceedings shall be whether the proposed City action was clearly erroneous, contrary to competition, arbitrary, or capricious. In any bid-protest proceeding contesting an intended City action to reject all bids, proposals, or replies, the standard of review shall be whether the City's intended action is illegal, arbitrary, dishonest, or fraudulent.

A copy of the decision shall be furnished immediately to the protestor and any other party determined by the Finance Director to be directly affected by the decision. The decision shall:

- A. State the decision and the basis for the decision, and
- B. Set forth the protestor's right to administrative review.

2. Administrative Review – If the protestor disagrees with the decision of the Finance Director, the protestor may appeal the decision to City Manager, followed by the City Council, provided written notice of such appeal shall be submitted by the protestor to the Finance Director within three (3) calendar days of service of the Finance Director's decision to the protestor at the electronic mail address specified by the petitioner in the formal written protest.

3. Stay of Procurement – In the event of a timely and properly filed protest, the City shall not proceed further with the solicitation or award process until all administrative remedies have been exhausted, or until the City Manager or City Council, as appropriate, sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to protect substantial interests of the City.



Piggyback Checklist - Required Documentation (Local Source Funding)

In lieu of requesting competitive solicitations, the City may make purchases at or below the specified prices from contracts awarded by other City or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the City.

Definition: Piggyback Contracting is "a form of intergovernmental cooperative purchasing in which an entity will extend the pricing and terms of a contract entered into by a larger entity. Generally, a larger entity will competitively award a contract that will include language allowing for other entities to utilize the contract which may be to their advantage in terms of pricing, thereby gaining economies of scale that they normally would not receive if they competed on their own." -National Institute of Governmental Purchasing (NIGP).

In order to utilize a bid/contract as noted above, the following documents must be received:

- ____ Original bid document that was issued by the agency.
 - ____
 - ____ Copy of awarded firm's bid submittal.
 - ____ Agency's Board approval document (agenda item, rational, etc).
 - ____ Copy of the fully executed (signed) contract (if applicable).
1. The requesting department must first verify the proposed agency's Invitation to Bid/Request for Proposal/Invitation to Negotiate specifications and award information to ensure that they meet the requirements of the requesting department and City.
 2. Please note the term "piggyback" only applies when the item(s) or service(s) to be purchased and the award term are the same as the original award.
 3. When piggybacking off the State of Florida or the Florida Sheriff's Association only a copy of the fully executed (signed) contract is necessary.



Piggyback Checklist - Required Documentation (Federal & State Source Funding)

(Note: FEMA “disfavors” Piggybacks per “Prohibited Contract Terms”, FEMA Applicant Compliance with Procurement Requirements.) Other federal guidance encourages its use, refer to (2 CFR § 200.318(e)).

- _____ Does the proposed agency’s solicitation specifications and award information meet the requirements of our need?
- _____ If the proposed piggyback is an Invitation to Bid: Purchasing staff will prepare a letter for the awarded vendor to sign. This letter verifies that the vendor agrees to offer the same bid pricing, terms and conditions to the District for a specified period of time.
- _____ Original bid document that was issued by the agency.
- _____ Does the solicitation and contract contain an express “assignability” clause that provides for the assignment of all or part of the specified deliverables?
- _____ If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?
- show _____ Proof of agency’s legal advertisement (i.e. newspaper, website posting or third-party provider posting.)
- _____ Copy of awarded firm’s bid submittal.
- _____ Bid tabulation sheet.
- _____ Agency’s Board approval document (agenda item, rational, etc.).
- _____ Copy of the fully executed (signed) contract (if applicable).
- _____ Number of firms notified.
- _____ Number of firms that downloaded the solicitation document.
- _____ Were geographical preferences included in the original solicitation/contract? (No geographic preferences are permitted with the exception of some architectural work or some FEMA work.)
- _____ Were the piggybacking quantities included in the original solicitation; (i.e., were they in the original bid and were they evaluated as part of the contract award decision?
- _____ If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?
- _____ Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.
- _____ If you will require changes to the deliverables, are they “within the scope” of the contractor are they “cardinal changes”?
- _____ Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post-Delivery audits?
- _____ Did the Contractor submit the “certifications” required by Federal regulations?
- _____ Was a cost or price analysis (>\$250,000) performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files. Have you performed a market analysis of the prices to be paid and have you determined the price to be fair and reasonable and in the best interest of the City?



Request for Emergency Procurement

Requestor: _____ Date: _____
Department: _____ Budget Line: _____
Vendor Name: _____ New Vendor: Yes / No
If yes, will need to complete a W9 and may need to provide insurance information

1. Date of Emergency: _____ / Estimate or Invoice Amount \$ _____
2. A Full Written Determination of the Basis of the Emergency (attach additional documentation if needed): _____

3. Description of Product or Services Provided: _____

4. Why was this vendor selected to provide the goods or services? : _____

5. Provide copy of invoice for emergency work performed (as well as any quotes received).

To the best of my knowledge, the foregoing summary for the product or service sought by the requesting department meets all of the criteria for an emergency procurement.

Approvals

Department Head: _____ Date: _____
Finance Director: _____ Date: _____
City Manager (over \$7500): _____ Date: _____

City Council (over \$20,000): _____ Meeting Date: _____



Justification for Sole Source Purchases or Contracts

Purpose

Sole source justification provides evidence that a competitive procurement is impractical. Staff must request approval for the sole source procurement of equipment, construction, supplies or services when a purchase will exceed \$1,000. All purchases over \$20,000 require City Council approval.

Statement:

I am aware that the City of Crestview requires competitive procurements whenever practicable. I am requesting a sole source procurement based on the criteria stated above. These statements are complete and accurate based on my professional judgment and investigations.

Requestor: _____

Requestor Signature: _____

Department _____

Budget Line: _____

Date: _____

New Vendor: Yes / No

Vendor Name: _____

If yes, will need to complete a W9 and may

Amount/Value: _____

need to provide insurance information.

Briefly describe the equipment, construction, supplies or services requested, and its purpose or use:

What are the consequences or risks of not securing this equipment, construction, supplies or services from this company?

Please provide information that supports your specific requirements necessitating a sole source purchase:

Approvals

Department Head:

Date: _____

Finance Director:

Date: _____

City Manager (over \$7,500):

Date: _____

City Council (over \$20,000)

_____ Meeting Date: _____



Staff Report

CITY COUNCIL MEETING DATE: March 23, 2020

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: 3/19/2020
SUBJECT: City Manager Report

BACKGROUND:

The City Manager will update the Council on several items ongoing.

DISCUSSION:

The city manager will discuss the following items during his report;

1. Report of Small Business Task Force meeting.
2. Discussion of emergency action related to volunteer board activity.
3. Presentation of monthly financial report.
4. Discussion of COVID-19 policy actions taken by the City Manager
5. Follow-up of questions posed by Councilman Blocker and Councilman LeBoeuf at the last council meeting.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the four areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these six areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

RECOMMENDED ACTION

Staff respectively requests

Attachments

1. Monthly Financial Report - January 2020



CITY OF CRESTVIEW, FLORIDA
MONTHLY FINANCIAL REPORT
January 31, 2020



CITY OF CRESTVIEW
Monthly Financial Report
Table of Contents
January 31, 2020

General Fund.....	1
Debt Service Funds	4
Special Revenue Fund.....	5
Utility Fund	6
Sanitation Fund	8
Crestview Redevelopment Agency Fund.....	10

OVERVIEW

This financial overview reflects the City's overall financial position for the fiscal year through January 31, 2020. As a whole, the City has received **46.39%** of its projected revenue which is more than **12.94%** of the prior year for the **fourth** month and expended **27.81%** its projected expenditures which is **28.27%** more than the prior year primarily due to the ladder truck purchase.

GENERAL FUND

The General Fund is the City's primary operating fund and is used to account for all resources except those that are required to be accounted for in another fund. With **33.33%** of the year complete, General Fund revenues are **54.37%** of projections and expenditures are **32.78%** of budget as summarized below:

REVENUES

Property ad valorem taxes are the largest source of general fund revenues, and make up **41.47%** of total revenues. The millage rate is set at 6.9466 per thousand dollars of property valuation. Other sources of revenue include: Fees, Special Assessments; Charges for Services, Judgments, Fines & Forfeitures, and Interest Earnings. The General Fund also includes Franchise Fees, Utility Services Taxes, Local Option Gas Taxes, and Communications Service Tax. Other Sources is transfer between funds.

Taxes—These revenue sources reflect the collection of ad valorem, local option gas, utility service, communication service, and local business taxes.

Currently, the City has collected **63.15%** of the taxes projected. Of the **\$11.8** million projected, **66.38%** is in the form of ad valorem taxes. Ad valorem taxes on property are collected by the Tax Collector on an annual basis beginning on November 1st for the tax year January through December. Collection of taxes has decreased less than 1% from the same time period last year.

Fees and Special Assessments—this revenue source reflects the collection of building permits and franchise fees. Franchise fees constitute 84% of the revenue in this category. Local governments may impose this fee upon a utility for the grant of a franchise and the privilege of using the local government's rights-of-way to conduct the utility business. This franchise fee is considered fair rent for the use of such rights-of-way and consideration for the local government's agreement not to provide competing utility services during the franchise term. As of the end of **January**, we have collected **33.85%** of the projected revenue from fees and special assessments which is an increase from this time period last year.

Inter-Governmental—Intergovernmental revenues are received from Federal, State and other local government sources in the form of grants, shared revenues, and payments in lieu of taxes. Revenues received from grants vary each year based on various opportunities that present themselves to the City. The City has received **37.70%** of our intergovernmental revenue through **January**. Sales tax is also collected in the Debt Service Fund as it is used to pay

debt service bonds. Of the \$5.2 million projected in inter-governmental revenue, 76.33% is in the form of sales taxes. This revenue has increased with what was collected at this time period last year.

Charges for Services—Charges for services are revenues stemming from charges for current services and consistent with what was collected at this time period last year. This includes all revenues related to services performed whether received from private individuals or other governmental units. It is unique because this is the only revenue type in the General fund that is directly tied to services provided. The City collects library fees; parks and recreation as well as other fees. We have currently received 37.69% of the revenue.

Judgments, Fines and Forfeits— Judgments, Fines, and Forfeit revenues are received from traffic and library fines. Traffic fines represent 65.21% of the revenues in this category which are court fines collected for traffic violations. At the end of January, the city collected 58.19% of the revenue projected which is an increase from this time last year. Fines and forfeitures may vary from month to month.

Miscellaneous Revenues—Miscellaneous revenues primarily reflect interest earned on investments; rentals of parks, community center, reimbursements, and other various sources. We have currently collected 81.53% of this revenue which is a slight decline from what was collected at this time period last year.

EXPENSES

In the General Fund our operating costs are on track with expenditures this time last year. The City Council’s salaries are within the General & Administrative (G&A) Budgets. The G&A budget is the cost for legislative expenditures such as building insurance, legal and auditing fees, etc. Capital Outlay for each department is found within the Capital Projects Fund.



CITY



**OF CRESTVIEW
GENERAL FUND
SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
January 31, 2020**

	Annual Budget	Amended Annual Budget	Current Year to Date Total	Percent of Budget	Previous Year to Date FY 2019	Change
Revenues						
Taxes	\$ 11,886,500	\$ 11,886,500	\$ 7,506,016	63.15%	\$ 7,112,555	393,461
Permits, Fees, Special Assessments	1,472,408	1,472,408	662,615	45.00%	640,406	22,209
Intergovernmental Revenue	5,240,200	5,240,200	1,975,755	37.70%	1,150,818	824,937
Charges for Services	257,075	257,075	96,898	37.69%	102,726	(5,828)
Judgments, Fines & Forfeites	46,000	46,000	27,135	58.99%	17,693	9,442
Miscellaneous Revenues	121,000	121,000	74,051	61.20%	133,519	(59,468)
Total Revenues	\$ 19,023,183	\$19,023,183	\$10,342,470	54.37%	\$9,157,717	\$ 1,184,753
Expenditures						
Mayor	\$ 112,022	\$ 111,958	\$ 29,333	26.20%	\$ 29,956	\$ (623)
City Clerk	260,833	260,836	63,342	24.28%	107,139	(43,797)
General & Administrative	2,931,744	2,552,275	395,627	15.50%	144,004	251,623
City Manager	224,738	229,524	63,142	27.51%	-	63,142
Human Resources	102,253	102,930	26,173	25.43%	-	26,173
Information Technology	131,594	132,685	43,114	32.49%	-	43,114
Public Information Officer	59,944	60,313	19,030	31.55%	-	19,030
Finance	401,843	413,079	144,289	34.93%	93,535	50,754
Public Works Administration	553,319	555,908	169,416	30.48%	150,591	18,825
Maintenance	237,273	242,011	75,169	31.06%	71,660	3,509
Police	5,515,453	5,668,277	1,552,447	27.39%	1,573,514	(21,067)
Fire	4,780,034	5,020,070	2,806,542	55.91%	1,415,564	1,390,978
Recreation & Enrichment Services:						
Athletics & Recreation	739,222	778,946	229,270	29.43%	142,091	87,179
Library	809,926	821,526	214,062	26.06%	224,049	(9,987)
Special Events & Programs	43,230	43,230	11,069	25.60%	9,046	2,023
Streets	1,680,810	1,574,351	400,512	25.44%	705,266	(304,754)
Code Enforcement	194,485	194,546	38,341	19.71%	98,574	(60,233)
Planning & Zoning	536,028	538,685	152,558	28.32%	170,744	(18,186)
Building & Facility Maintenance	1,486,471	1,492,910	382,652	25.63%	307,754	74,898
Total Expenditures	\$ 20,801,222	\$20,794,060	\$ 6,816,086	32.78%	\$ 5,243,487	\$ 1,572,599

Note: This report reflects the revenues collected and expended as of month end and what percent of annual budget has been collected and expended. The last column is the difference between current year to date transactions and prior

year's year to date transactions.

DEBT SERVICE FUNDS

Debt Service is a series of payments of interest and principal required to be paid on a debt over a given period of time. Decisions regarding the use of debt are based upon, but not limited to, factors such as economic, demographic, and financial resources available to repay the debt, the City's long-term operating and capital needs, review and analysis of financial strength ratios and indicators, and the impact of future debt financing on these ratios and indicators.

Revenue bonds are issued for purpose of assisting the City in financing projects such as capital improvements, purchase of fire trucks and/or construction of buildings. The bonds are payable from and secured by sales tax revenues, franchise fees and communication services taxes. The loan payments from pledged revenue sources are in turn to pay principal and interest with respects to the revenue bonds as they become due.

The City has entered into two capital lease/purchase agreements for (1)Public safety software and (2) Two fire trucks.

The following is a summary schedule of outstanding debt for the fiscal year 2020.

Description of Bond, Note or Capital Lease	Original Issue	Issue Date	Final Payment Date	Interest Rate	Beginning Outstanding Balance 10/01/19	Requirements for Fiscal Year Ending September 30, 2020		
						Interest Payable	Principal Payable	Total Payable
Revenue Bonds								
2015 Public Improvements	\$ 3,165,000	10/15/2015	9/1/2041	1.2 - 4	\$ 2,705,000	\$ 92,591	\$ 195,000	\$ 287,591
* 2020 Capital Improvements	10,800,000	1/30/2020	6/1/2030	2.15	-	-	-	-
Subtotal - Revenue Bonds Payable	13,965,000				2,705,000	92,591	195,000	287,591
Capital Leases								
(2) Fire Trucks	902,880	5/23/2016	6/23/2023	2.89	640,750	18,788	90,801	109,589
Public Safety Software	810,360	12/1/2015	12/1/2020	4.695	401,597	26,558	125,391	151,949
Subtotal - Capital Leases	1,713,240				1,042,347	45,346	216,192	261,538
Total - Debt Service - City of Crestview	\$15,678,240				\$ 3,747,347	\$137,937	\$ 411,192	\$ 549,129

* Bonds issued in January, 2020, payments commencing December, 2020



SPECIAL REVENUE FUND

The City of Crestview Building Division is a one-stop source for all construction permit and inspection needs. The division reviews construction plans, issues permits and performs inspections to ensure building projects are built safely and in compliance with state and local codes and regulations helping to create a vibrant, livable, and safe-built community. Whether you are remodeling a home, building your dream house, constructing an accessory structure, or constructing a commercial building, we look forward to serving you.

SPECIAL REVENUE FUND

SCHEDULE OF REVENUES AND EXPENSES -

BUDGET AND ACTUAL

January 31, 2020

	<u>Annual Budget</u>	<u>Amended Annual Budget</u>	<u>Current Year to Date Total</u>	<u>Percent of Budget</u>	<u>Previous Year to Date FY 2019</u>	<u>Change</u>
Revenues						
Building Permits	587,200	587,200	164,245	27.97%	169,552	(5,307)
	-	7,162	-	-	-	-
Total Revenues	\$ 587,200	\$ 594,362	\$ 164,245	27.97%	\$ 169,552	\$ (5,307)
Expenditures						
Personnel Cost	\$ 476,442	\$ 483,662	\$ 165,547	34.23%	12,988	152,559
Operating Expenses	110,758	110,700	12,248	11.06%	14,015	(1,767)
Total Expenditures	\$ 587,200	\$ 594,362	\$ 177,796	29.91%	\$ 27,003	\$ 150,793

Note: This report reflects the revenues collected and expended as of month end and what percent of annual budget has been collected and expended. The last column is the difference between current year to date transactions and prior year's month to date transactions.



UTILITY FUND

The Utility Fund is an enterprise fund that accounts for the activities of the City's water and wastewater services in a business-type manner, where the intention is to recover the cost of providing this service through user charges.

The Utility Fund uses a line item budget for its revenues and expenditures. Revenue sources are composed of operating revenues such as water and sewer charges, impact fees and connection charges. Water and Sewer Revenues are the largest source of Utility Fund Revenue and makes up **88.12%** of total revenues within this fund.

As **33.33%** of the year is complete, Utility Fund revenues are **37.24%** of projections and the expenses are **25.53%** of budget.

REVENUES

Impact Fees—Fees charged to developers at the time of development for construction of facilities to serve the development site. These fees are slightly less than what was received in prior year.

Charges for Services—A rate increase for residential water and sewer consumption went into effect October 1, 2017 with an annual increase for four years until September 30, 2021. Water revenues total **\$951,411** year-to-date which is higher than prior year and Sewer revenues totaled **\$1,281,783** year-to-date which is also higher than prior year.

Miscellaneous Revenues—This revenue source consists of interest earnings, along with settlements, reimbursements, etc.

CITY OF CRESTVIEW
UTILITY FUND
SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
January 31, 2020

	Annual Budget	Amended Annual Budget	Current Year to Date Total	Percent of Budget	Previous Year to Date FY 2019	Change
Revenues						
Permits, Fees & Special Assessmen	\$ 490,000	\$ 490,000	\$ 298,700	60.96%	\$ 52,000	246,700
Charges for Services	6,754,542	6,754,542	2,397,840	35.50%	3,194,052	(796,212)
Miscellaneous Revenue	32,500	32,500	13,157	40.48%	136,207	(123,050)
Total Revenues	\$ 7,277,042	\$ 7,277,042	\$ 2,709,697	37.24%	\$ 3,382,259	\$ (672,562)
Expenditures						
General & Administrative	\$ 2,534,369	\$ 2,513,628	\$ 186,164	7.41%	\$ 444,451	(258,287)
Public Works Administration	580,469	583,058	173,183	29.70%	169,799	3,384
Finance - Utility Office	344,041	350,597	117,975	33.65%	119,403	(1,428)
Water	2,193,570	2,195,990	1,069,191	48.69%	575,637	493,554
Sewer	751,646	755,861	84,158	11.13%	72,458	11,700
Wastewater	1,221,000	1,221,000	366,985	30.06%	422,993	(56,008)
Maintenance	1,212,723	1,217,923	266,481	21.88%	353,116	(86,635)
Stormwater	503,162	502,923	120,415	23.94%	110,809	(9,606)
Total Expenditures	\$ 9,340,980	\$ 9,340,980	\$ 2,384,552	25.53%	\$ 2,268,665	\$ 96,675

Note: This report reflects the revenues collected and expended as of month end and what percent of annual budget has been collected and expended. The last column is the difference between current year to date transactions and prior year's year to date transactions

SANITATION FUND

The Sanitation Fund is also an enterprise fund which is used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

Residential and commercial sanitation rate increased effective October 1, 2018 when the City renewed a multi-year contract with Waste Pro, Inc. for services. This contract ends on September 30, 2021. The City will be seeking bids on this function during Fiscal Year 2021.

Garbage fees are the largest source of revenue and make up **94.18%** of the total revenues. Other sources of revenue include penalties, franchise fees.



**CITY OF CRESTVIEW
SANITATION FUND
SCHEDULE OF REVENUES AND EXPENSES –
BUDGET AND ACTUAL
January 31, 2020**

	Annual Budget	Amended Annual Budget	Current Year to Date Total	Percent of Budget	Previous Year to Date FY 2019	Change
Revenues						
Garbage Fees	\$ 3,803,181	\$ 3,803,181	\$ 1,294,786	34.04%	\$ 1,104,628	190,158
Penalties	50,896	50,896	23,341	45.86%	19,111	4,230
Franchise Fees	184,020	184,020	98,549	53.55%	62,315	36,234
Total Revenues	\$ 4,038,097	\$ 4,038,097	\$ 1,416,676	35.08%	\$ 1,186,054	\$ 230,622
Expenditures						
Garbage/Solid Waste	\$ 3,840,811	\$ 3,840,811	\$ 1,627,512	42.37%	\$ 1,014,439	613,073
Total Expenditures	\$ 3,840,811	\$ 3,840,811	\$ 1,627,512	42.37%	\$ 1,014,439	\$ 613,073

Note: This report reflects the revenues collected and expended as of month end and what percent of annual budget has been collected and expended. The last column is the difference between current year to date transactions and prior year's month to date transactions.

COMMUNITY REDEVELOPMENT AGENCY FUND

The City of Crestview formally adopted the Community Redevelopment Agency concept in 1995 for the expressed purpose of development and redevelopment within a defined community redevelopment area which encompasses the downtown area. The CRA Board adopted a Community Redevelopment Plan, which was sanctioned by the Florida Department of Community Affairs.

In 2017, The CRA Board adopted a revised Master Plan, which is used to direct ongoing projects and projects in the District. Projects/programs must be a part of the overall Master plan to be funded from the CRA Budget.

In 2018, the CRA appointed 2 more members to the CRA board, as allowed by Ordinance/Statute. These 7 members serve as the CRA Board. In 2019, the CRA board approved a non-voting member as the Chair, who is a member of the Okaloosa County Board of County Commissioners.

The CRA has taken on several projects in the 2019-2020 Fiscal year that will continue the Growth, Development, and Beautification of the CRA District. These include Gateway signs to the Downtown Area, beginning plans for a walkway into the Twin Hills Park area, as well as a new Parking lot in cooperation with Okaloosa County.



COMMUNITY REDEVELOPMENT AGENCY FUND
SCHEDULE OF REVENUES AND EXPENSES -
BUDGET AND ACTUAL
January 31, 2020

	Annual Budget	Amended Annual Budget	Current Year to Date Total	Percent of Budget	Previous Year to Date FY 2019	Change
Revenues						
Intergovernmental Revenue	\$ 175,000	\$ 175,000	\$ 50,000	28.57%	\$ -	\$ 50,000
Miscellaneous	12,500	12,500	-	0.00%	7,558	(7,558)
Other Sources	145,840	145,840	145,840	0.00%	-	(145,840)
Total Revenues	\$ 333,340	\$ 333,340	\$ 195,840	58.75%	\$ 7,558	\$ 188,282
Expenditures						
Contractual Services	\$ 72,900	\$ 72,900	\$ 26,974	37.00%	45,596.00	(18,622)
Administrative	1,200	1,200	951	79.23%	-	951
Operating Supplies	1,000	1,000	-	0.00%	1,848.00	(1,848)
Advertising	10,000	10,000	300	3.00%	2,015.00	(1,715)
Dues & Subscriptions	3,500	3,500	879	25.11%	2,493.00	(1,614)
Training	3,500.00	3,500.00	1,342.00	38.34%	731.00	611
Improvements	870,000	870,000	75,129	8.64%	-	75,129
Awning Improvement Grant	522,851	522,851	20,000	3.83%	56,437	(36,437)
Total Expenditures	\$ 1,484,951	\$ 1,484,951	\$ 125,574	8.46%	\$ 109,120	\$ 16,454